



EXECUTIVE DOCUMENT SUMMARY

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

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JUL 27 2021

IDA CONTRACTS

1. EDS Number: A75-0-21-001	2. Date prepared: June 29, 2021
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3. CONTRACTS & LEASES

<input checked="" type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input type="checkbox"/> Amendment # _____
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # _____
<input type="checkbox"/> QPA	<input type="checkbox"/> Other _____

FISCAL INFORMATION

4. Account Number: 48691-10000.581040	5. Account Name: Underground Plant Protection Account
6. Total amount this action: \$175,000.00	7. New contract total: \$175,000.00
8. Revenue generated this action: 0	9. Revenue generated total contract: 0
10. New total amount for each fiscal year:	
Year <u>2021</u> \$ <u>\$175,000.00</u>	Year _____ \$ _____
Year <u>2019</u> \$ <u>\$205,000.00</u>	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): July 12, 2021	12. To (month, day, year): August 22, 2021
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input type="checkbox"/> Emergency
<input type="checkbox"/> RFP # _____	<input checked="" type="checkbox"/> Special Procurement
<input type="checkbox"/> Other (specify) _____	

AGENCY INFORMATION

14. Name of agency: Utility Regulatory Commission	15. Requisition Number:
16. Address: 101 West Washington Street, Suite 1500E Indianapolis, IN 46204-3407	

AGENCY CONTACT INFORMATION

17. Name: DeAnna Poon	18. Telephone #: 317-232-6735
19. E-mail address dpoon@urc.in.gov	

COURIER INFORMATION

20. Name: Lisa Coahran	21. Telephone #: 317-33-6140
22. E-mail address: lcoahran@urc.in.gov	

VENDOR INFORMATION

23. Vendor ID Number: 0000055185	
24. Name: Indiana State Fair Commission	25. Telephone #: 317-927-7500
26. Address: 1202 East 38th Street, Suite X Indianapolis, IN 46205-2898	
27. E-mail address: rcoffey@indianastatefair.com	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

29. Primary Vendor: M/WBE/IN-Veteran	30. Primary Vendor Percentages:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	_____ %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

31. Sub Vendor: M/WBE/IN-Veteran	32. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: _____ %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: _____ %
IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	IN-Veteran: _____ %

33. Is there Renewal Language in the document? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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35. Will the attached document involve data processing or telecommunications systems(s)? Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):
IC 8-1-26

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) **N Sponsorship of the 2021 Ind. State Fair and 8-11 Day sponsorship.**

38. Justification of vendor selection and determination of price reasonableness:
Sole Source.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

40. Agency fiscal officer or representative approval 	41. Date Approved 7/12/21	42. Budget agency approval	43. Date Approved
44. Attorney General's Office approval 	45. Date Approved 8/12/2021	46. Agency representative receiving from AG	47. Date Approved

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SBA

ACCOUNTING

BOX #	The EDS number is constructed by combining the agency identification number, the fiscal year, and the last section is assigned by your agency as a unique identifier. MUST BE COMPLETED.
1	
2	Enter the date the EDS is being prepared for routing.
3	Place a check mark by the appropriate type of agreement being routed. If the agreement is a renewal or amendment please insert the sequence number (<i>i.e. renewal #1, amendment #2</i>)
4 & 5	Enter the account number and account name that will fund this agreement.
6	Enter the dollar amount of the agreement being routed.
7	Enter the total dollar amount of the entire agreement (<i>i.e. original contract amount plus any renewals/amendments.</i>).
8	THIS ONLY APPLIES TO MONEY BEING RECEIVED BY THE STATE. Enter the amount of money being received by the agency from this agreement.
9	Enter the total dollar amount of money being received by the State for the entire agreement (<i>i.e. original contract amount plus any renewals/amendments</i>).
10	This box must be completed if a contract crosses fiscal years. Indicate the amount of funding for each appropriate fiscal year. Example: A contract starting in fiscal year 2001 and being completed in fiscal year 2002 would have 2001 with a dollar amount and 2002 with a dollar amount. Ensure that the dollar amounts listed in this box will be equal to the dollar amount for the entire agreement.
11 & 12	Enter the date the agreement will begin and end. If this date is determined by the date of the last signatory, enter an estimated date. THERE MUST BE DATES ENTERED.
13	Check the method used to select the contractor for this agreement. If a special procurement was used, you must attach an approval letter. If no solicitation occurred for contracts in the amount of \$75,000 and over, you must attach a letter of justification.
14 & 16	Enter name and address of agency requesting contract.
15	Enter a requisition number ONLY if your agency is attaching a requisition to the contract during signature cycle.
17, 18, & 19	Enter the name, telephone number and e-mail address of the individual in your agency to contact with questions about the attached agreement.
20, 21, & 22	Enter the name, telephone number and e-mail address of the individual responsible for routing this agreement.
23	Enter the Vendor ID. THIS AREA MUST BE FILLED IN TO PROCESS THE AGREEMENT.
24, 25, 26, & 27	Enter the name, telephone number, address and e-mail address of the contractor involved with the agreement. Enter the information necessary for your agency, only the name is vital for contract processing.
28	If your contractor is a corporation and the address is outside of the State of Indiana, they must be registered with the Secretary of State's office to do business with the State of Indiana. (IC 23-17-26 & IC 23-1-49-1 & IC 5-22-16-4)
29, 30 31 & 32	Check "NO" unless a minority, women, or IN-Veteran owns 51% or more of a company. If 51% or more of the company is owned, a 100% should be entered in the percentage space. If a sub-contractor is minority, women, or IN-Veteran owned, the percentage of the dollar amount of the contract performed by the sub-contractor should be entered in the percentage space.
33 & 34	Self-explanatory: Check the appropriate answer for each question.
35	Check this box if this agreement must be submitted to IOT for approval.
36	Cite applicable Indiana or Federal codes that apply to this agreement.
37	Insert a brief description of the work included in the agreement and why the state should spend the money.
38	Enter the manner of source selection. If a formal RFP were used merely, enter the RFP number. If no formal process were used, enter how your agency chose the vendor and how you determined the price offered to be reasonable.
39	If your agreement is being placed in the signature cycle more than 30 days after the agreement has started, enter an explanation as to why. (<i>i.e. start date 7/1/01 put in to signature cycle on 8/5/01</i>)
40 & 41	The agency fiscal officer should initial and date this box.

EDS # A 75-0-21-001



**Indiana State Fair Commission
2021 Indiana State Fair
Sponsorship Contract**

This Contract (the “Contract”), is made and entered into by and between the Indiana State Fair Commission, an Indiana body corporate and politic established at IND. CODE § 15-13-2-1 (the “Commission”), having an address at 1202 East 38th Street, Indianapolis, IN 46205, and the entity designated below as the Sponsor. Subject to the terms and conditions of this Contract, Sponsor and the Commission shall each have the rights and obligations set forth in this Contract.

Contract Number	SP202100003
“ Sponsor 1 ”	Indiana Utility Regulatory Commission
Address	101 W. Washington Street Suite 1500 East
City, State, Zip Code	Indianapolis, IN 46204
Primary Contact	Miller, Darby
Phone Number	(317) 234-5157
Email Address	DarbMiller@urc.in.gov
“ Sponsor 2 ”	Indiana 811
Address	1433 Holey Moley Way
City, State, Zip Code	Greenwood, IN 46143
Primary Contact	Justin Sell
Phone Number	(317) 893-1402
Email Address	jsell@usa811.org
Commission Contact & Title	Rac Coffey, Director of Sponsorships
Email Address	rcoffey@indianastatefair.com
“ <u>Attachment A</u> ”	Sponsorship Code of Conduct
“ <u>Attachment B</u> ”	Commission’s Responsibilities
“ <u>Attachment C</u> ”	Sponsor’s Responsibilities
Sponsorship Description	Presenting Sponsor of Midway; Hand Sanitizer Station Sponsor; Shuttle Sponsor; and “Day” Sponsor
Promotional Activities On-Site	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes – See #10 below
Contract “ <u>Term</u> ”	This Contract shall commence upon full signature execution and shall expire August 22, 2021.
“ <u>Consideration</u> ”	The Sponsors shall pay the Commission in accordance with the rates/prices set forth in Attachment C. <ul style="list-style-type: none"> • Sponsor 1 shall pay the Commission \$175,000.00 on or before September 30, 2021; • Sponsor 2 shall pay the Commission \$30,000.00 on or before September 30, 2021.

1. Assignment: Successors

The parties bind their respective successors and assignees to all the terms and conditions of this Contract. Neither party shall assign or subcontract the whole or any part of this Contract without the other party’s prior written consent.

2. Authority to Bind

Sponsor represents and warrants that it has the authority to enter into this Contract and that the performance hereunder will not infringe, breach, interfere or otherwise impair the rights of any third parties. The Sponsor further represents and warrants that the person(s) executing this Contract has the authority to enter into this Contract.

3. Compliance with Laws

- a. The parties shall comply with all applicable federal, state, and local laws, executive orders, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the Commission and the Sponsor to determine whether the provisions of this Contract require formal modification. The Sponsor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the Commission, as set forth in Indiana Code § 4-2-6 *et seq.*, the regulations promulgated thereunder, and Executive Order 05-12, dated January 10, 2005. **If Sponsor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Sponsor shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to execution of this Contract.** If the Sponsor is not familiar with these ethical requirements, the Sponsor should refer any questions to the Indiana State Ethics Commission or visit the Indiana State Ethics Commission website at www.in.gov/ethics/. If the Sponsor or their agents violate any applicable ethical standards, the Commission may, in its sole discretion, terminate this Contract immediately upon notice to the Sponsor. In addition, the Sponsor may be subject to penalties under Indiana Code § 4-2-6-12. The Commission acknowledges that its officers and employees are subject to the requirements and penalties as set forth in Indiana Code chapter 4-2-6, *et seq.*
- b. The Sponsor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, and agrees that it will immediately notify the Commission of any such actions arising during the term of this Contract.
- c. The Sponsor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

4. Complete Agreement

This Contract constitutes the entire understanding between the parties hereto concerning the subject matter hereof and supersedes any prior oral or written understanding between the parties. This Contract may be amended only by a written instrument executed by each of the parties hereto.

5. Force Majeure

In the event that any party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster, environmental contamination, hostile military or paramilitary action, riot, or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

Should the 2021 Indiana State Fair run for fewer days than expected or not run on August 11, 2021, the Commission, Sponsor 1 and Sponsor 2 will work in good faith to find a mutually agreeable solution regarding the Sponsorship fees paid.

6. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in a court of competent jurisdiction in Marion County, Indiana.

7. Indemnification

Each party is responsible for their own acts/omissions.

8. Independent Contractor

All parties hereto, in the performance of this Contract, will be acting in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume any liability for any injury (including death) to any persons, or any damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

9. Insurance

Deleted by mutual agreement of the parties.

10. Nondiscrimination

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Sponsor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color,

national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law (“Protected Characteristics”). Sponsor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the Commission and any applicant or employee of the Sponsor any subcontractor.

11. Notice to Parties

Whenever any notice, statement or other communication shall be sent to the Commission or Sponsor, it shall be sent to the following addresses, unless otherwise specifically advised:

Notices to the Commission shall be sent to: **Notices to the Sponsor shall be sent to:**

Rac Coffey
Director of Sponsorships
Indiana State Fair Commission
1202 East 38th Street
Indianapolis, IN 46205

The Sponsor’s Contact and address listed on page 1 of this Contract.

For Sponsor 1, a copy shall be sent to:

For payment notices and invoices:
Attn: Business Manager
Indiana Utility Regulatory Commission
101 West Washington Street, Suite 1500E
Indianapolis, IN 46204

For legal notices:
Beth E. Helene, General Counsel
Indiana Utility Regulatory Commission
101 West Washington Street, Suite 1500E
Indianapolis, IN 46204
Email: generalcounsel@urc.in.gov

12. Penalties/Interest/Attorney’s Fees

The parties will in good faith perform their required obligations hereunder and do not agree to pay any penalties, liquidated damages, interest, or attorney’s fees, except as required by Indiana law, in part, IC 5-17-5-1 *et seq.*, IC 34-54-8-5 *et seq.*, and IC 34-13-1-6 *et seq.*

13. Severability

The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.

14. Taxes

The parties are exempt from state, federal and local taxes.

15. Termination for Convenience

This Contract may be terminated, in whole or in part, by either party whenever, for any reason, either party determines that such termination is in its best interest. This Contract shall be terminated in the event the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

16. Termination for Default

A party may terminate and cancel this Contract without prejudice to any rights and cause of action such party may have against any other party, if:

- a. Any other party is judged bankrupt, or
- b. Any other party makes a general assignment for the benefit of creditors, or
- c. A receiver is appointed due to any other party's insolvency, or
- d. If a court of competent jurisdiction finds that any other party persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or
- e. Any other party is acquired by or merged with another entity.

Any party may also terminate this Contract, in whole or in part, without prejudice to any rights and causes of action such party may have against any other party, if another party fails to:

- a. Correct or cure any breach of this Contract within ten (10) days written notice of such breach; or
- b. Perform the services as required by this Contract.

17. Trademarks

Each party is, and shall remain, the owner of all rights it has in all creative and copyrightable material created by it, trademarks, service marks and other intellectual property as they may exist or may hereafter be modified such party (the "Marks"). Sponsor hereby grants to the Commission a limited license and right to use the Sponsor Marks it provides to the Commission in connection with Commission's obligations under this Contract. All proprietary interest in all copyright or trademark protected works of any party from whom limited use rights are granted shall remain solely under the control of that party. Upon the expiration or earlier termination of this Contract, all uses of any the other party's Marks shall cease. Neither party shall use the other party's Marks or allow any other party to use the other's Marks in any manner not specifically granted or described herein, unless such use is approved by the owner of such Marks prior to use. If permission is so granted, then the Marks shall be used only in the format in accordance with the specifications provided by the party granting such use from time to time, unless approval to modify the Mark(s) is expressly granted. All materials using a party's Marks must be pre-approved by the party owning such Marks.

18. Waiver of Rights

No right conferred on any party under this Contract shall be deemed waived and no breach excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

19. Work Standards

The parties always agree to execute their respective responsibilities by following and applying the highest professional and technical guidelines and standards.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the representative, agent, member or officer of the entity for which he/she executes this Contract, that he/she has not, nor has any other member, employee, representative, agent or officer of such entity, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or Contract to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof.

The parties having read and understanding the foregoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

For the Indiana Utility Regulatory Commission (Sponsor 1):

BY:  _____ Date 7-12-21

James F. Huston, Chairman

For Indiana 811 (Sponsor 2):

BY:  _____ Date 6/21/21

Justin Sell, Director of Operations

For the Indiana State Fair Commission:

BY:  _____ Date 6/11/21

Cynthia C. Hoye, Executive Director

For the Indiana Department of Administration:

BY:  for 7/27/2021
Lesley A. Crane, Commissioner Date

For the State Budget Agency:

BY:  for 08/02/2021
Zachary Q. Jackson, Director Date

Approved as to form and legality:

BY:  for 8/12/2021
Theodore E. Rokita, Attorney General Date

Code of Conduct

Welcome to the Indiana State Fairgrounds & Event Center. In order to provide a safe, secure and pleasant environment, we ask for your cooperation in complying with this Code of Conduct at all times. The following behavior/activities are prohibited at the Indiana State Fair:

1. Sponsor shall properly staff their booths at all times during exhibiting hours and activities must be confined to the assigned space. Sponsor activities shall not extend past the assigned space into aisle ways, over sidewalks, or into streets. Handing out written materials outside the assigned space is prohibited.
2. Sponsor shall be open for business during the hours indicated in the Contract.
3. Sponsor shall comply with all Indiana State Department of Health and Indiana State Fire Marshall regulations.
4. The solicitation of funds (including tip jars) is prohibited.
5. Operating in aisles or street in such a way as to be a nuisance or interference to the public or to other sponsors and concessionaires.
6. Roving vendor, solicitor, or distributor of information, including those acting from a profit and non-profit organization, unless otherwise approved by the Commission.
7. Interfering with Fairgrounds business or interfering with the conduct of business by concessionaires or exhibitors.
8. Any activity that would result in physical harm to person or property.
9. Possession, storage or knowledge of possession of any weapon, including firearms or any explosive or incendiary device.
10. Use of loud or obscene language or gestures or other offensive behavior that interferes with fairgoers enjoyment of activities and events at the Fairgrounds.
11. Possession or sale of alcohol, narcotics or illegal substances while on the Fairgrounds.
12. Disorderly, disruptive, belligerent or hostile behavior or criminal conduct of any type.
13. Bicycle riding, skateboarding, rollerblading, moped riding, Segway/hover board riding.
14. Running, shouting, horseplay, throwing of any type of debris.
15. Bringing pets onto the Fairgrounds with the exception of service animals.

Any Sponsor in violation of this Code of Conduct will receive written notice from the Indiana State Fair Commission's Director of Sponsorships. Sponsor shall immediately correct any violation that is brought to his/her attention. Failure to immediately correct the violation may have his/her Sponsorship Contract terminated and/or may be expelled from the Indiana State Fair.

ATTACHMENT B

FOR THE SPONSORSHIP EVENT, THE COMMISSION AGREES TO PROVIDE THE SPONSOR WITH THE FOLLOWING:

MIDWAY SPONSORSHIP:

1. **Title sponsor of the “Midway”** to be branded and promoted as: *“Midway presented by Indiana 811”* during the 2021 Indiana State Fair. *(Note: This deal point includes Sponsor “Fast Pass” and “Wristbands.” Final details to be mutually agreed upon between the Commission, Midway Company, and Sponsor.)*

2. **Signage** for the *“Midway presented by Indiana 811”* during the 2021 Indiana State Fair:
 - a) Two (2) large signs – one sign placed at each entrance of the venue.
 - b) Inclusion on *“Indiana 811 Midway”* flags located throughout the venue.
 - c) Concrete graphic adhesive images located throughout the venue footprint.
 - d) Logo inclusion on all Midway ride signs.
 - e) Commission, Midway Company, and Sponsor to mutually agree on all artwork designs.
 - f) Commission and Midway Company to determine final specs, material, and location of all signage located throughout the venue.

3. **Forty (40) Skyride carts** to be branded with Sponsor branding:
 - a) Sponsor has the option to provide new artwork.
 - b) Final artwork guidelines and specifications are to be determined by the Commission.
 - c) Commission and Sponsor to mutually agree on all final artwork.
 - d) Commission reserves the right to brand all other carts with other Sponsor branding.

HAND SANITIZER & SHUTTLE SPONSORSHIP:

1. **Eighty (80) “Hand Sanitizer Stations”** during the 2021 Indiana State Fair:
 - a) Final location of hand sanitizer stations is to be determined by the Commission.
 - b) Sponsor to provide updated artwork to the Commission by the requested date.

2. **Title sponsorship one (1) “Indiana State Fair Shuttle”** during the 2021 Indiana State Fair:
 - a) Shuttle to be in rotation every day of the Fair.
 - b) The shuttle will include: one (1) three-cart shuttle for a total of **six (6) promotional advertising signs.**
 - c) Commission will receive three-and-a-half-feet feet of space for promotional advertising.
 - d) Final specifications are to be determined by the Commission.
 - e) Sponsor to send artwork to the Commission in an .eps or .ai format.
 - f) Artwork is due to the Commission by the requested date.
 - g) Commission is responsible for all costs associated with production and installation of signage.

DAY SPONSORSHIP:

1. **Title sponsorship** of a “Day” during the 2021 Indiana State Fair:
 - a) Date of “Day” to be Wednesday, August 11, 2021.
 - b) Commission and Sponsor to mutually agree on final name of “Day.”
2. Inclusion on **signage** at all the main entrance gates on “Day.” (*Commission to create the artwork design and send to the Sponsor for approval.*)
3. Option to provide **three hundred to five hundred (300-500) hats or magnetic buttons** for Commission Gates and Parking personnel to wear on “Day.” (*Items are due to the Commission by the requested date.*)
4. Option for Sponsor 1 to provide **one (1) written fifteen second (:15) script** to be included in the hourly recognitions on the public-address system to welcome Indiana State Fair guests to “Day.” (*Script is due to the Commission by the requested date.*)
5. Option to **create multiple ten-foot by ten-foot (10’ x 10’) or ten-foot by twenty-foot (10’ x 20’) promotional displays on the north island of State Fair Boulevard** on “Day.”
 - a) Sponsor to staff booth displays 9:00am – 9:00pm.
(*Note: Vehicles must be off the roads by 9:00am. Vehicles are not allowed to access the roads until 10:00pm. The Commission reserves the right to change road hours if need or security purposes.*)
 - b) Commission reserves the right to pre-approve all promotional items.
 - c) Sponsor to be responsible for all costs associated with booth space which includes, but is not limited to, electricity, internet, Pepsi products, tent rental, tables, chairs, etc.
 - d) Logistic orders are due directly to the Commission’s vendors by the requested dates.
 - e) Sponsor representatives must confine all promotional activities to within the limits of the space allotted to them.
 - f) Sponsor representatives are prohibited from operating in the aisles or street in such a way as to be a nuisance or interference to the public or to other sponsors and concessionaires.
 - g) Exhibit cannot obstruct the flow of people through aisles or other passageways.
 - h) No roving, solicitor, or distributor of information, including those acting for a profit or non-profit organization, may be allowed to operate on the Fairgrounds unless otherwise approved by Commission.
 - i) See **Appendix A**, hereby attached and incorporated by reference, for layout of State Fair Blvd. and location on Fairgrounds.

The rest of this page was left blank intentionally.

MARKETING ASSETS:

1. Inclusion on the 2021 **Indiana State Fair Website:**
 - a) On the Corporate Sponsors' Logo Section with scroll-over script and Sponsor URL.
 - b) On the Indiana State Fair Map.
 - c) On all relevant sections mentioning the "*Midway presented by Indiana 811 & Day Sponsorship.*"

2. Inclusion on the 2021 **Indiana State Fair Programs:**
 - a) On the Wednesday, August 11th Daily Page.
 - b) On the Indiana State Fair Map.
 - c) On all relevant sections mentioning the "*Midway presented by Indiana 811.*"

3. Inclusion on the 2021 **Indiana State Fair Daily Gate Sheets:**
 - a) On the Indiana State Fair Map.
 - b) On all relevant sections mentioning the "*Midway presented by Indiana 811.*"
 - c) Sponsor has the option to provide a full-page back cover ad for on the Wednesday, August 11th "Day" Daily Gate Sheets:
 - i. Commission to send final ad specs to the Sponsor.
 - ii. Sponsor to submit a .pdf file of the ad to the Commission by the requested date.

4. Option to use the 2021 **Indiana State Fair Logo** on advertising and publicity materials (excluding any sales materials). Sponsor must send artwork, that includes Fair logo, to Commission for final approval.

5. Option to participate in all **relevant social media content** in accordance with the Commission's social media guidelines as listed below:
 - a) Sponsor is free to tag the Indiana State Fair on Facebook @indystatefair (<https://www.facebook.com/IndianaStateFair>). These posts should pertain specifically to the Indiana State Fair. The Indiana State Fair holds the right to remove any tag that does not align with the Indiana State Fair Commission Brand Standards.
 - b) Sponsor is encouraged to include #instatefair or @indystatefair in their posts on Twitter (<https://twitter.com/indystatefair>) and Instagram (<https://www.instagram.com/indystatefair/>).
 - c) Commission to approve all Sponsor produced content before it is posted on any social media platform.
 - d) Contact your Indiana State Fair representative to discuss further social media engagement opportunities.

6. **Hospitality Package:**
 - a) Three Hundred (300) Indiana State Fair Admission Tickets:
 - a. Sponsor 1 (IURC) will receive (250) admission tickets.
 - b. Sponsor 2 (Indiana 811) will receive (50) admission tickets.
 - b) Eight (8) Indiana State Fair Infield Parking Passes:
 - a. Sponsor 1 (IURC) will receive (6) Infield Parking Passes.
 - b. Sponsor 2 (Indiana 811) will receive (2) Infield Parking Passes.

- c) Sponsor has the option to order additional admission tickets and parking passes at the discounted rate if needed. (**Note: Deadline to order additional tickets and parking passes is July 1, 2021.**)

NOTE: *The Sponsor is responsible for sending all tickets and parking passes to the appropriate on-site representatives prior to the first day of the Fair or on-site staffing dates. All on-site booth workers must have an admission ticket to enter the Fairgrounds each day. If tickets and/or parking passes are not distributed by the Sponsor, they can be purchased at the gates.*

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ATTACHMENT C

FOR THE SPONSORSHIP EVENT, SPONSOR AGREES TO PARTICIPATE AND ADHERE TO ALL DEAL POINTS LISTED AS FOLLOWS:

MIDWAY SPONSORSHIP:

1. Participate as the **title sponsor of the "Midway"** to be branded and promoted as: *"Midway presented by Indiana 811"* during the 2021 Indiana State Fair. *(Note: This deal point includes Sponsor "Fast Pass" and "Wristbands." Final details to be mutually agreed upon between the Commission, Midway Company, and Sponsor.)*
2. Participate as the sponsor of **forty (40) Skyride carts** to be branded with Sponsor branding:
 - a) Sponsor has the option to provide new artwork.
 - b) Final artwork guidelines and specifications are to be determined by the Commission.
 - c) Commission and Sponsor to mutually agree on all final artwork.
 - d) Commission reserves the right to brand all other carts with other Sponsor branding.

HAND SANITIZER & SHUTTLE SPONSORSHIP:

1. Participate as the sponsor of **eighty (80) "Hand Sanitizer Stations"** during the 2021 Indiana State Fair:
 - a) Final location of hand sanitizer stations is to be determined by the Commission.
 - b) Sponsor to provide updated artwork to the Commission by the requested date.
2. Participate as the **title sponsor one (1) "Indiana State Fair Shuttle"** during the 2021 Indiana State Fair:
 - a) Shuttle to be in rotation every day of the Fair.
 - b) The shuttle will include: one (1) three-cart shuttle for a total of **six (6) promotional advertising signs**.
 - c) Commission will receive three-and-a-half-feet feet of space for promotional advertising.
 - d) Final specifications are to be determined by the Commission.
 - e) Sponsor to send artwork to the Commission in an .eps or .ai format.
 - f) Artwork is due to the Commission by the requested date.
 - g) Commission is responsible for all costs associated with production and installation of signage.

DAY SPONSORSHIP:

1. Participate as the **title sponsor** of a "Day" during the 2021 Indiana State Fair:
 - a) Date of "Day" to be Wednesday, August 11th.
 - b) Commission and Sponsor to mutually agree on final name of "Day."

2. *(Optional)* Provide **three hundred to five hundred (300-500) hats or magnetic buttons** for Commission Gates and Parking personnel to wear on “Day.” *(Items are due to the Commission by the requested date.)*
3. *(Optional)* Sponsor 1 to provide **one (1) written fifteen second (:15) script** to be included in the hourly recognitions on the public-address system to welcome Indiana State Fair guests to “Day.” *(Script is due to the Commission by the requested date.)*
4. *(Optional)* **Create multiple ten-foot by ten-foot (10’ x 10’) or ten-foot by twenty-foot (10’ x 20’) promotional displays on the north island of State Fair Boulevard on “Day:”**
 - a) Sponsor to staff booth displays 9:00am – 9:00pm.
(Note: Vehicles must be off the roads by 9:00am. Vehicles are not allowed to access the roads until 10:00pm. The Commission reserves the right to change road hours if need or security purposes.)
 - b) Commission reserves the right to pre-approve all promotional items.
 - c) Sponsor to be responsible for all costs associated with booth space which includes, but is not limited to, electricity, internet, Pepsi products, tent rental, tables, chairs, etc.
 - d) Logistic orders are due directly to the Commission’s vendors by the requested dates.
 - e) Sponsor representatives must confine all promotional activities to within the limits of the space allotted to them.
 - f) Sponsor representatives are prohibited from operating in the aisles or street in such a way as to be a nuisance or interference to the public or to other sponsors and concessionaires.
 - g) Exhibit cannot obstruct the flow of people through aisles or other passageways.
 - h) No roving, solicitor, or distributor of information, including those acting for a profit or non-profit organization, may be allowed to operate on the Fairgrounds unless otherwise approved by Commission.
 - i) See **Appendix A** for layout of State Fair Blvd. and location on Fairgrounds.

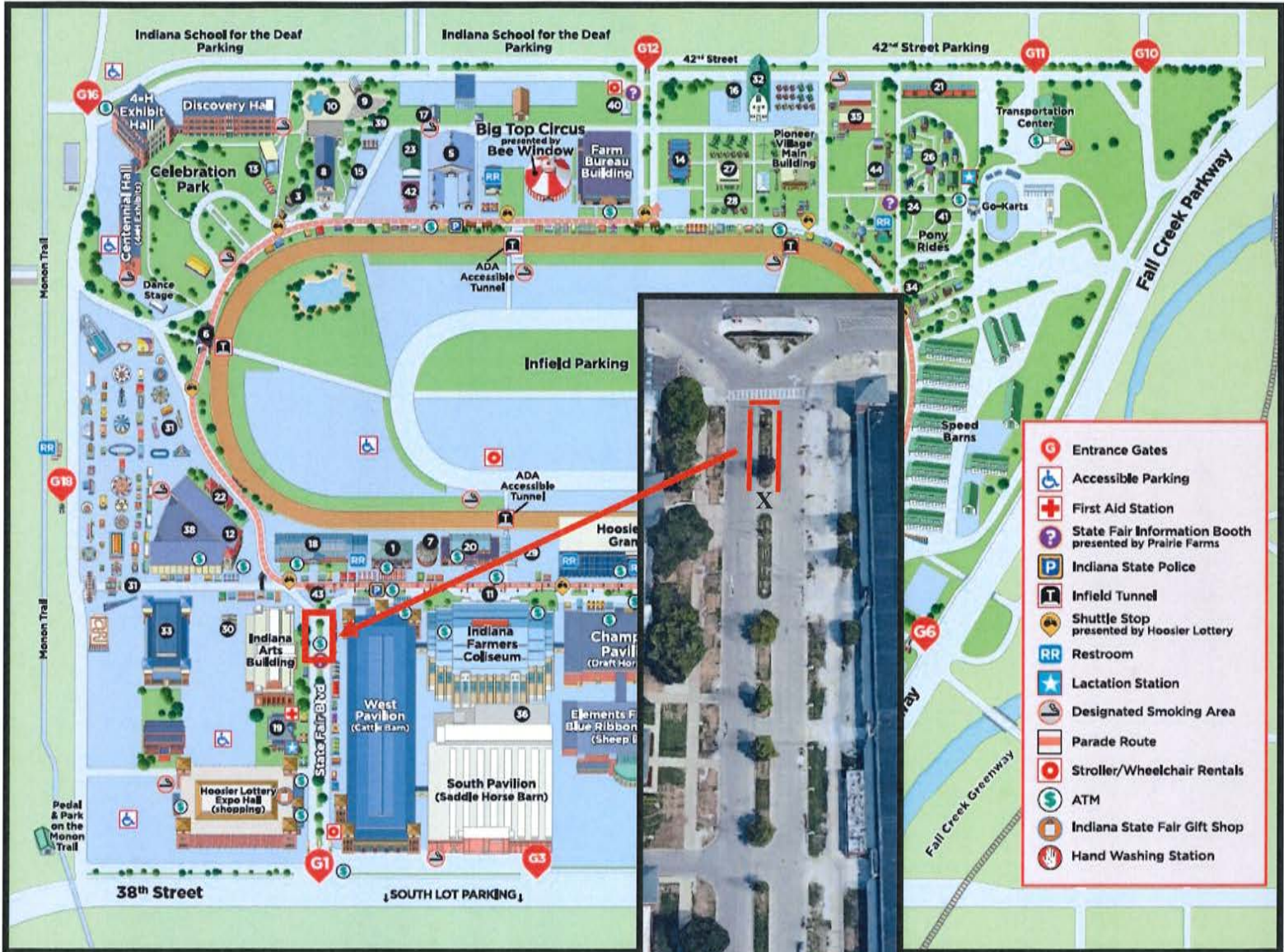
SPONSORSHIP FEE:

1. Pay a total fee (“**Sponsorship Fee**”) of \$205,000:
 - a) Commission to invoice Indiana Utility Regulatory Commission for \$175,000 of total sponsorship fee.
 - b) Commission to invoice Indiana 811 for \$30,000 of total sponsorship fee.
 - c) Full sponsorship payment is due September 30, 2021.

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APPENDIX A

State Fair Blvd. Layout and Location



Note: Map is not drawn to exact scale.

