

**MEMORANDUM OF UNDERSTANDING**  
**Contract #000000000000000000082084**

This Memorandum of Understanding (“MOU”) is entered into by and between the Indiana Utility Regulatory Commission (“Sponsor”) and the Indiana State Fair Commission (“Commission”). In consideration of those mutual undertakings, the parties agree as follows:

**1. PURPOSE**

A. The purpose of this MOU is to record the agreement between the Commission and Sponsor to provide promotional services from August 1, 2024, to August 31, 2025, as outlined in **EXHIBIT A** hereby attached and incorporated by reference.

**2. PROVISIONS**

A. The Commission and Sponsor agree to the provisions outlined in **EXHIBIT A**.

**3. CONSIDERATION**

A. Total remuneration under this MOU shall not exceed \$215,000. \$175,000 will be invoiced to the Sponsor, with the remaining \$40,000 to be invoiced to the Indiana Underground Plant Protection Service (“Indiana 811”) as outlined in **EXHIBIT A**. The Sponsor’s \$175,000 fee shall be funded through the Indiana Utility Regulatory Commission’s Underground Plant Protection Account Fund.

**4. TERM**

A. This MOU shall be effective for one (1) year and one (1) month, beginning on August 1, 2024, and terminating on August 31, 2025.

**5. MODIFICATION AND TERMINATION**

A. This MOU may be amended and/or extended by mutual agreement of the Parties. Any such amendment or extension shall be by written mutual consent of the Parties with the same formality as this original MOU.

B. This MOU may be terminated in whole or in part by either Party, upon ninety (30) days’ written notice, if such Party determines that termination is in its best interest.

C. If either Party has failed to comply with the terms of this MOU, either Party may, upon thirty (30) days’ prior written notice to the other Party, terminate this MOU. The notice of termination shall state the reason(s) for the termination and the effective date.

D. No waiver of any provision hereunder shall operate as an amendment or bind a Party to future waiver of the same unless incorporated in an amendment pursuant to 5.A herein.

E. This MOU may be rendered null and void, in whole or in part, by changes in federal or state law, or if funding and appropriations prevent any party from fulfilling its terms. In such an event, each Party agrees to notify the other Parties as soon as possible.

F. If the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of this MOU, the MOU shall be cancelled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**6. SEVERABILITY**

A. If any provision of this MOU is found unenforceable, the remaining provisions shall continue in full force and effect.

**7. NOTICE TO PARTIES**

Where written notice is required under this MOU, it shall be provided to the following agency contacts:

**Indiana Utility Regulatory Commission:**

*For payment notices and invoices:*

Attn: Business Manager  
Indiana Utility Regulatory Commission  
101 West Washington Street, Suite 1500E  
Indianapolis, Indiana 46204  
dakosco@urc.in.gov

*For legal notices:*

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

**Indiana State Fair Commission:**

Cynthia C. Hoye, Executive Director  
Indiana State Fair Commission  
1202 E. 38th Street  
Indianapolis, Indiana 46205  
choye@indianastatefair.com

### Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the properly authorized representative, agent, member or officer of the agreeing Party. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Party, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this MOU other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge 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 MOU, the Party attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

**In Witness Whereof**, each Party, through their duly authorized representatives, entered into this MOU. The Parties, having read and understood the foregoing terms of this MOU, do by their respective signatures dated below agree to the terms thereof.

Indiana State Fair Commission

DocuSigned by:  
By: *Cindy Hoye*  
500B99D520DB462...

Title: Executive Director ISFC

Date: 3/18/2024 | 09:07 EDT

Indiana Utility Regulatory Commission

DocuSigned by:  
By: *James F. Huston*  
02320387E0D1414...

Title: Chairman

Date: 3/18/2024 | 14:02 EDT

.	
Electronically Approved by: State Budget Agency  By: Zachary Q. Jackson, Director (for)	

## EXHIBIT A

### ATTACHMENT B

#### FOR THE SPONSORSHIP EVENT, THE COMMISSION AND THE SPONSOR AGREE TO THE FOLLOWING:

##### MIDWAY SPONSORSHIP (FAIR-ONLY):

1. Sponsor to participate as the **presenting sponsor of the “Indiana State Fair Midway”** during the 2024 Indiana State Fair:
  - a) Commission to brand and promoted as: *“Indiana State Fair Midway presented by Indiana 811”* or *“Midway presented by Indiana 811”* if full title does not fit on marketing pieces.
  - b) Sponsor has the option to provide one (1) artwork file to be included on the print-at-home Midway wristband ticket:
    - i. Commission to send Sponsor final artwork specifications.
    - ii. Sponsor to send artwork to the Commission by the requested date.
  
2. Sponsor to provide artwork for the following **“Midway” signage**:
  - a) Two (2) large arch signs.
  - b) Forty (40) double-sided flags.
  - c) Ten (10) concrete graphic adhesive signs.
  - d) Sponsor logo inclusion on all Midway ride signs.
  - e) Commission and Midway Company to determine final specs, material, and location of all signage.
  - f) Commission, Midway Company, and Sponsor to mutually agree on all artwork designs.
  - g) Sponsor to provide all artwork to the Commission by the requested date.

##### FAMILY DINING PLAZA SPONSORSHIP (FAIR-ONLY):

1. Sponsor to participate as the **title sponsor** of the “Family Dining Plaza” during the 2024 Indiana State Fair to be branded and promoted as: *“Indiana 811 Family Dining Plaza.”*
  
2. Commission to provide **one (1) three-foot by twenty-foot (3’ x 20’) banner to be displayed on the north fence of the “Indiana 811 Family Dining Plaza”** all 18 days of the 2024 Indiana State Fair. *(Note: Commission to produce banner artwork and send to the Sponsor for approval.)*

3. Sponsor to provide **table-top graphics for picnic tables** during the 2024 Indiana State Fair:
  - a) Picnic tables to be located in/around the “*Indiana 811 Family Dining Plaza*,” on Main Street, and on State Fair Boulevard.
  - b) Final placement of tables is to be determined by the Commission.
  - c) Final number of tables are to be determined by the Commission.
  - d) Commission to send signage specs to the Sponsor.
  - e) Commission to be responsible for all costs associated with production, installation, and removal of table-top graphics.
  - f) Commission is not responsible for any damage that happens to the table-top graphics during the Fair.

### **SHUTTLE & PERCHERON SHOW SPONSORSHIPS (FAIR-ONLY):**

1. Commission to provide Sponsor with **title sponsorship one (1) “Indiana State Fair Shuttle”** to be branded and promoted as: “*Indiana 811 Shuttle*” during the 2024 Indiana State Fair:
  - a) Shuttles to be in rotation all 15 days of the Fair.
  - b) Each 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 (3 ½’) 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) Sponsor to provide artwork to the Commission by the requested date.
2. Commission to provide the Sponsor with “**Presenting Sponsorship**” of the 2024 Indiana State Fair Percheron Shows:
  - a) Sponsor to be recognized in the public-address announcement(s) throughout the venue during shows.
  - b) Sponsor representative has the option to ride in/out of the arena in a draft horse hitch during Percheron show(s) if availability.
3. Commission to include “*Percheron Show presented by Indiana 811*” in all relevant pre- Fair marketing materials promoting the event.

4. Commission to provide the Sponsor with the option to staff **one (1) outdoor promotional booth space** on Sunday, August 11<sup>th</sup> during the 2024 Indiana State Fair:
  - a) Commission to determined final location and size of promotional booth space.
  - b) Sponsor to staff promotional booth during event hours.
  - c) *(Note: Vehicles must be off the roads by 9:00am. Vehicles are not allowed to access the roads until 11:00pm. The Commission reserves the right to change road hours if need or security purposes.)*
  - d) Commission reserves the right to pre-approve all promotional items.
  - e) Sponsor to be responsible for all costs associated with promotional booth which includes, but is not limited to, electricity, internet, Pepsi products, tent rental, tables, chairs, etc.
  - f) Logistic orders are due directly to the Commission's vendors by the requested dates.
  - g) Sponsor representatives must confine all promotional activities to within the limits of the space allotted to them.
  - h) 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.
  - i) Exhibit cannot obstruct the flow of people through aisles or other passageways.
  - j) 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.

#### **FAIR-ONLY MARKETING ASSETS:**

1. Commission to include Sponsor on the 2024 **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 promoting the *"Midway presented by Indiana 811" and "Indiana 811 Family Dining Plaza."*
  - c) On the Midway Section:
    - i. Website banner ad with URL click-through.
  - d) On all relevant sections mentioning sponsorship assets listed in this Agreement.
2. Commission to include Sponsor in the 2024 **Indiana State Fair Programs:**

- a) On the Corporate Sponsors' Logo Page.
  - e) On the Indiana State Fair Map promoting the *"Midway presented by Indiana 811"* and *"Indiana 811 Family Dining Plaza."*
  - b) On all relevant pages mentioning sponsorship assets listed in this Agreement.
3. Commission to include Sponsor in the 2024 **Indiana State Fair Daily Gate Sheets:**
- a) On the Indiana State Fair Map promoting the *"Midway presented by Indiana 811"* and *"Indiana 811 Family Dining Plaza."*
  - b) On all relevant sheets promoting sponsorship assets listed in this Agreement.
4. Sponsor has the option to use the 2024 **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. Sponsor has the 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. Commission to provide the Sponsor with the following **hospitality package:**
- a) Three Hundred (300) Indiana State Fair Admission Tickets:
    - i. Sponsor 1 (IURC) will receive (250) admission tickets.
    - ii. Sponsor 2 (Indiana 811) will receive (50) admission tickets.
  - b) Ten (10) Indiana State Fair Infield Parking Passes:
    - i. Sponsor 1 (IURC) will receive (6) Infield Parking Passes.
    - ii. Sponsor 2 (Indiana 811) will receive (4) Infield Parking Passes.

- c) Sponsor has the option to order additional admission tickets and parking passes at the discounted rate if needed.

***NOTE:*** *The Sponsor is responsible for sending all tickets and parking passes to the appropriate onsite representatives prior to the first day of the Fair or onsite staffing dates. All onsite booth workers must have an admission ticket and parking pass 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 at full price.*

### **YEAR-ROUND SIGNAGE SPONSORSHIP DEAL POINTS:**

1. Commission to provide the Sponsor with space for **one (1) sign inside each southside infield walk tunnel:**
  - a) Signage to be displayed August 1, 2024 – July 31, 2025.
  - b) One (1) sign to be displayed in the southwest walk tunnel leading to the Coliseum.
  - c) One (1) sign to be displayed in the southeast walk tunnel leading to the Indiana Farm Bureau Fall Creek Pavilion.
  - d) Commission to determine final signage size and location.
  - e) Sponsor to provide signage artwork to the Commission by the requested date.
  
2. Commission to provide the Sponsor with **two (2) Fall Creek Pavilion digital billboard ads:**
  - a) Digital ad to run August 1, 2024 – July 31, 2025.
  - b) Final artwork specifications and number of rotations are to be determined by the Commission.
  - c) Sponsor has the option to provide two (2) artwork files, to be rotated in use, during the term of the Agreement. (i.e. one artwork file to run September-December and the other file to run January-July).
  
3. Commission to provide the Sponsor with the following **signage inside the Indiana State Fairgrounds Coliseum:**
  - a) Signage to be displayed September 1, 2024 – August 31, 2025.
  - b) Two (2) signs located in level 200.
  - c) One (1) sign located in the inner bowl.
  - d) Commission to determine final signage sizes and locations.
  - e) Sponsor to provide signage artwork to the Commission by the requested date.



**SPONSORSHIP FEE:**

1. Sponsor to pay a total fee (“**Sponsorship Fee**”) of \$215,000:
  - a) Sponsorship pricing breakdown is as follows:
    - i. **Fair-Only Sponsorships - \$155,000:**
      - Midway - \$70,000
      - Family Dining Plaza - \$75,000
      - Shuttle - \$5,000
      - Percheron Show - \$5,000
    - ii. **Year-Round Sponsorships - \$60,000:**
      - Digital Board Ad:
        1. Year-Round – \$33,000
        2. Fair-Only – \$5,000
      - Infield Tunnel Signage - \$10,000
      - Coliseum Level 2 Signage - \$7,000
      - Coliseum Inner Bowl Signage - \$5,000
  - b) Commission to invoice Indiana Utility Regulatory Commission for \$175,000 of total sponsorship fee.
  - c) Commission to invoice Indiana 811 for \$40,000 of total sponsorship fee.
  - d) Full sponsorship payment is due September 30, 2024.

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# Document Approval Status

## Document Approval Status

SetID STIND  
Supplier INDIANA STATE FAIR COMMISSION

Contract ID 000000000000000000082084

### Review/Edit Approvers

#### Agency Fiscal Approval

STIND/000000000000000000082084: **Approved**

Agency Fiscal Approval

**Approved**

[Dana Kosco - 200](#)  
 Agency Fiscal Approval for SCM  
 03/19/24 - 1:17 PM

#### SBA Approval

STIND/000000000000000000082084: **Approved** [View/Hide Comments](#)

SBA Approval

**Approved**

[Katie Hughes - 00057](#)  
 SBA Analyst Approval for SCM  
 03/21/24 - 11:41 AM

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