

MEMORANDUM OF UNDERSTANDING
BETWEEN
the Indiana Utility Regulatory Commission
AND
the Indiana State Fair Commission

Contract #000000000000000000090531

This Memorandum of Understanding ("MOU") is entered into by and between the Indiana Utility Regulatory Commission ("Sponsor") and the Indiana State Fair Commission ("Commission"), hereinafter referred to as a "Party" or "Parties". In consideration of the mutual understandings and covenants set forth herein, the Parties agree as follows:

The purpose of this MOU is to record the agreement between the parties for the Commission to provide promotional services from July 1, 2025, to August 31, 2026, as outlined EXHIBIT A hereby attached and incorporated by reference.

IT IS THEREFORE AGREED between the Parties:

1. PROVISIONS or DUTIES

A. The parties agree to the provision outlined in EXHIBIT A, hereby attached and incorporated by reference.

2. CONSIDERATION

A. Total remuneration under this MOU shall not exceed \$215,000. Of the total remuneration, \$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.

3. TERM

This MOU shall be effective beginning on July 1, 2025, and terminating on August 31, 2026.

4. MODIFICATION

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

B. 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.

5. FUNDING CANCELLATION

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this memorandum, the memorandum shall be canceled. 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.

6. 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:

Dana Kosco, Director of Operations
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

7. TERMINATION OR SUSPENSION

This MOU may be terminated or suspended by either Party if the other Party has failed to comply with the terms of this MOU, or for any reason if such termination is in the best interest of the terminating agency, upon thirty (30) days written notice. The notice of termination or suspension shall state the reasons for termination or suspension. Regardless of the reason for termination or suspension, the Parties will be compensated for services properly rendered prior to termination or suspension of this MOU. The written notice of termination must be sent through SCM and signed by the State Budget Agency.

In Witness Whereof, each Party, through their duly authorized representatives, enters 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.

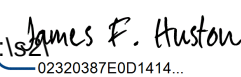
Indiana State Fair Commission

By: 
500B99D520DB462...

Title: Executive Director ISFC

Date: 1/23/2025 | 10:49 EST

Indiana Utility Regulatory Commission

By: 
02320387E0D1414...

Title: Chairman

Date: 1/23/2025 | 10:53 EST

Electronically Approved by:
State Budget Agency

By: _____ (for)
Lisa Acobert, Deputy Budget Director

Exhibit A

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 2025 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. Commission to produce 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 to create artwork and to Sponsor for approval.
 - g) Commission to be responsible for all costs associated with production, installation, and removal of signage.

FAMILY DINING PLAZA SPONSORSHIP (FAIR-ONLY):

1. Sponsor to participate as the **title sponsor** of the “Family Dining Plaza” during the 2025 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 15 days of the 2025 Indiana State Fair:
 - a) Commission to create artwork and send to Sponsor for approval.
 - b) Commission to be responsible for all costs associated with production, installation, and removal of signage.

3. Sponsor to provide **table-top graphics for picnic tables** during the 2025 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) Sponsor to send final artwork to the Commission by the requested date.
 - f) Commission to be responsible for all costs associated with production, installation, and removal of table-top graphics.
 - g) 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 2025 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) Commission to send artwork specifications to the Sponsor.
 - e) Sponsor to send final artwork to the Commission in an .eps, .ai, or .pdf format by the requested date.
 - f) Commission to be responsible for all costs associated with production, installation, and removal of shuttle signage.
2. Commission to provide the Sponsor with **“Presenting Sponsorship”** of the 2025 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 for one (1) day** during the 2025 Indiana State Fair:
 - a) Commission and Sponsor to mutually agree on final onsite date.
 - b) Commission to determine final location and size of promotional booth space.
 - c) Sponsor to staff promotional booth during event hours.
 - d) *(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.)*
 - e) Commission reserves the right to pre-approve all promotional items.
 - f) 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.
 - g) Logistic orders are due directly to the Commission's vendors by the requested dates.
 - h) Sponsor representatives must confine all promotional activities to within the limits of the space allotted to them.
 - i) 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.
 - j) Exhibit cannot obstruct the flow of people through aisles or other passageways.
 - k) 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 **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 other relevant sections mentioning sponsorship assets listed in this Agreement.
2. Commission to include Sponsor in the **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 other relevant pages mentioning sponsorship assets listed in this Agreement.
3. Commission to include Sponsor in the **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 other relevant sheets promoting sponsorship assets listed in this Agreement.
4. Sponsor has the option to use the **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, 2025 – July 31, 2026.
 - 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 determined 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, 2025 – July 31, 2026.
 - 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, 2025 – August 31, 2026.
 - b) Two (2) signs located in level 200 (Hallway).
 - c) One (1) sign located in the inner bowl (Level 300).
 - d) Commission to determine final signage sizes and locations.
 - e) Sponsor to provide signage artwork to the Commission by the requested date.
 - f) Commission to be responsible for all costs associated with production, installation, and removal of signage.

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, 2025.