



### **Third-Party Activity Policy for IndyGo Properties Effective 5/1/2022**

The Indianapolis Public Transportation Corporation (“IndyGo”) owns and controls several properties developed and maintained as transit passenger and operational support facilities. These properties are not legally recorded as public properties, nor do these properties reside within the public right of way. As properties held and controlled by IndyGo, the agency reserves the right to enforce its policies at all of its sites.

#### **Definitions:**

For the purpose of this policy, the following terms have the meanings indicated:

1. “Commercial Activity” refers to any activities conducted by commercial or for-profit interests at IndyGo properties that are not specifically allowed by IndyGo through a written commercial agreement.
2. “Eligible Third-Party Activities” refers to all activities to take place at IndyGo properties deemed acceptable by IndyGo through this policy and permitting process. Examples of eligible third-party activities include, but are not limited to, outreach and setting up information tables to engage with the public.
3. “Solicitation” refers to any practice or activity that involves the request or collection of funds.
4. “Authorized Vendor” refers to parties who have been vetted and approved by IndyGo to conduct third-party activities on IndyGo properties for a calendar year.
5. “Permit holder” refers to Authorized Vendors who have successfully completed the permitting process for a specified date and time.
6. “Carson Transit Center (CTC)” refers to the building, property, and premises of the Julia M. Carson Transit Center located at 201 E. Washington St., Indianapolis, IN.
7. “West Campus” refers to the building, property and premises of the IndyGo facility located at 1501 W. Washington St., Indianapolis, IN.
8. “East Campus” refers to the building, property and premises of IndyGo’s headquarters located at 9503 E. 33rd St., Indianapolis, IN.
9. “Mobility Solutions and Customer Care Center” refers to the building, property and premises of the IndyGo facility located at 2425 W. Michigan St., Indianapolis, IN.
10. “North Charging Station” refers to the building, property and premises of the IndyGo facility located at 6410 N. College St., Indianapolis, IN.
11. “South Charging Station” refers to the building, property and premises of the IndyGo facility located at 8925 Madison Ave., Indianapolis, IN.

#### **Intent:**

1. The following policy and guidelines are necessary in order to:
  - a. Ensure the non-public forum status of IndyGo facilities;
  - b. Ensure that third parties conducting eligible third-party activities at the IndyGo facilities do so within the limitations and guidelines established;
  - c. Restrict the time, place, and manner of third-party activities at IndyGo facilities;
  - d. Protect transit patrons and staff at IndyGo facilities from interactions that may constitute harassment or intimidation of a captive audience; and



- e. Ensure that any activities of third-party organizations are not disruptive to IndyGo operations or to IndyGo customers.
2. A person who wishes to engage in activities governed by the following policies and guidelines at IndyGo facilities including, but not limited to, the distribution of literature or information, shall be protected by these policies, provided the activities do not:
- a. Constitute commercial activities, unless by written commercial agreement benefiting IndyGo; or
  - b. Interfere with the transportation function or safe operation of IndyGo facilities, its premises, or IndyGo vehicles.
  - c. In order to maintain a level of professionalism, IndyGo has established the following acceptance criteria for eligible third-party activities. IndyGo, with reasonable discretion, has full decisive power over what is considered to be questionable, prohibited, or restricted third-party activities. The guidelines below describe third-party activities, materials, and/or content that are considered questionable, prohibited, or restricted:
    - i. Tobacco -- anything promoting the sale of or use of tobacco or tobacco-related products, including the depiction of such products
    - ii. Alcohol -- anything promoting the sale of or use of alcohol or alcohol-related productions, including the depiction of such products
    - iii. Discrimination -- anything containing material that demeans or discriminates against an individual or group of individuals on the basis of race, color, religion, national origin, gender, age, disability or sexual orientation.
    - iv. Profanity and Violence -- anything containing profane language or graphic violence.
    - v. Unlawful Goods, Services and Conduct -- anything containing or promoting the possession of unlawful goods, services or illegal behaviors.
    - vi. Obscenity -- anything containing or depicting obscene materials or images of nudity. Anything promoting the adult product industry including adult video stores, nude dance clubs, X-rated movies, escort services and other adult entertainment establishments or forums.
    - vii. False Statements -- any messages containing false, disparaging, misleading or deceptive material or language.
    - viii. Libelous speech/copyright infringement -- any copy or material containing libelous content, copyright infringement or is otherwise unlawful.
    - ix. Endorsement -- any material or content declaring an endorsement by Indianapolis Public Transportation Corporation without prior authorization of IndyGo.
    - x. Competition -- any material or content that promotes or encourages the use of transportation services in direct competition with IndyGo services.
    - xi. Controversial -- any material or content involving or referring to political, religious, moral or environmental issues subject to public debate.



### **Application of the Policy:**

The following policies and guidelines apply to all persons using IndyGo properties, premises, and vehicles. This includes IndyGo employees or members of the public, including, but not limited to, IndyGo visitors, delivery persons, contractors, and agents of the following activities:

1. Solicitation: IndyGo does not allow soliciting at IndyGo facilities. Any person found to be soliciting will be removed from the site.
2. Commercial: No commercial interests will be granted permission to market services, distribute information, or enroll the public in programs or services at IndyGo facilities.
3. Non-Commercial Third-Party Activities: As a non-public forum, IndyGo reserves the right to limit third-party activities on its property. Any person wishing to conduct eligible third-party activities including, but not limited to, the distribution of literature, at IndyGo facilities shall first obtain a written Permit for these activities from IndyGo after applying to be an authorized vendor. Activities may be conducted only when in accordance with restrictions as designated in the Permit.

### **Application Procedure to Obtain Authorized Vendor Status:**

All persons desiring to use IndyGo facilities for eligible third-party activities as governed by the following policies and guidelines shall first submit a written request to become an Authorized Vendor to the Public Affairs Department in the form of an application prescribed by IndyGo. An Authorized Vendor will hold that status for a calendar year from the date of approval. This application will set forth at least the following:

1. The full name, telephone number, and email address of the person sponsoring, conducting, or promoting the proposed activity;
2. A full description of the proposed activities, including any type of communication/activity involved;
3. Summary of the organization or company, the company's purpose, and why IndyGo property is an appropriate forum for that activity;
4. A copy of a certificate of general liability insurance in an amount no less than one million dollars.

### **Permitting Procedure for Authorized Vendors:**

Once a vendor has received prior authorized status, each time an activity or event is to be conducted on IndyGo property a permit must be issued. This permit application will set forth at least the following:

1. The full name, telephone number, and email address of the person sponsoring, conducting, or promoting the proposed activity;
2. A full description of the proposed activities, including any type of communication/activity involved;
3. The dates and hours during which the proposed activity will be conducted;
3. The expected attendance or reach of the activity;
4. The specific area or location of the proposed activity; and
5. Whether printed material will be distributed. All materials and signage for third-party presence at the transit center must be approved by IndyGo Public Affairs staff.



**Permit: Issuance, Transferability, Renewal, Exclusions:**

1. Upon receipt of a Vendor Permit Application containing the required information, as stated above, IndyGo will issue a Third-Party Vendor Permit to the applicant, subject to the limitations and guidelines that follow. IndyGo will not exercise judgement regarding the purpose or content of the activity, so long that it follows IndyGo policies and does not resemble solicitation or commercial activity of any kind.
2. Permits to use IndyGo property, if granted, will be distributed on a first-come, first-serve basis.
3. Permits are not transferable or assignable.
4. The Permit will authorize the holder to conduct the proposed activity for the date and duration of time as defined in the Permit. Permits cannot be extended or renewed.
5. It is the responsibility of the Permit holder to communicate this policy and guidelines to all persons and representatives conducting activity on behalf of the Permitted organization.
6. All requests for Permits must be submitted to the Public Affairs Department no less than 10 business days in advance of the event. IndyGo staff has 5 business days to review and respond to a request. Permits will be issued in electronic mail form by the Special Programs Manager or Outreach Specialist.
7. A third-party must agree to hold IndyGo harmless from any liability resulting from the activity or event as outlined in the Permit and shall post certificate of general liability insurance in an amount no less than one million dollars, unless otherwise agreed upon by IndyGo's Legal Department and stated on the Permit. Some activities that bring higher risks may deem increased amounts of insurance.
8. The failure of a Permit holder to remove all materials brought on IndyGo property may be grounds for refusal to grant future Permits.
9. If, after IndyGo's review of the Permit application, there is indication that some cost will be borne by IndyGo to allow eligible third-party activity to occur at the IndyGo facility, IndyGo may ask for compensation for those costs in writing with issuance of Permit.
10. IndyGo reserves the right to cancel any Permit, with or without advance notice to the Permit holder.

**Guidelines:**

1. **Time:**
  - a. A Permit holder shall conduct the eligible third-party activity only during the hours specified in the Permit.
2. **Place:**
  - a. Eligible third-party activity may only be conducted in the area specified in the Permit. Permits will not be issued for activity in areas that could disrupt transit service (e.g. in bus lanes).
3. **Behavior/Manner:**
  - a. Eligible Third-party activity shall only be conducted in a conversational tone.
  - b. With proper permission and Permit, Permit holders may engage with the public. Permit holders shall not conduct activities in a way that constitutes harassment or intimidation of a captive audience.



- c. All third-party associates must be clearly identified as such. Third-party associates or representatives should not be construed or mistaken as IndyGo representatives.
- d. The Permit holder must display the Permit upon the request of an IndyGo employee, police officer, security guard, or any other law enforcement official.
- e. Permit holder maintains responsibility for cleaning up or paying for the clean-up of any objects or materials left on IndyGo property. A deposit may be required for this purpose.
- f. The following behaviors are strictly prohibited:
  - i. Obstructing, delaying, or disrupting in any way the free movement of another person;
  - ii. Using any sound or voice-amplifying device at the IndyGo facility;
  - iii. Conducting any activity in a misleading or fraudulent manner;
  - iv. Attempting to distribute information to or solicit funds from another person after he/she has indicated that he/she is unreceptive;
  - v. Setting up a table, booth, or other structure unless approval is given via Permit from IndyGo.

#### **Denial & Cancellation of Permits:**

A Permit application may be denied and/or cancelled if any of the following are true:

1. A Permit applicant is not an Authorized Vendor before submitting a permit application.
2. One or more statements in the application is untrue.
3. The application is not fully complete with information or documents required for the Permit.
4. An earlier-filed Permit has already been granted for the same time and place.
5. A breach or violation of any part of this Policy occurs.