



CONTRACT AND RENTAL INFORMATION

CHURCH PARK 409 CHURCH STREET NEW HARMONY, INDIANA

Regular Rental Fees (i.e., weddings, receptions, etc.)

Rental Fee:	\$300.00 for two hours
Tax:	7%
Maintenance Charge:	\$35.00 per hour to set up and take down
Security:	\$25.00 per hour

Not-for-Profit Fees (tax exempt number required)

Rental Fee:	\$150.00 for two hours
Maintenance Charge:	\$ 35.00 per hour to set up and take down
Security:	\$25.00 per hour

Church Park is a historically significant site with strict rules and procedures attached to its use. Lessee will be assessed additional charges as noted throughout this document up to \$150 or the actual cost of any damage, whichever is greater if rules/procedures expressed herein are not followed. Lessee is therefore advised to read the following information very carefully. Questions should be directed to the Historic New Harmony administrative office at 812-682-4488.

Deposit and Insurance: A \$150.00 deposit is required at time of booking for all events. Lessee must provide adequate insurance of \$500,000. This deposit is refundable if a scheduled event is cancelled at least two weeks in advance. After that time, the deposit is non-refundable. (See #4 under "Additional Terms and Conditions" for additional cancellation information).

Holiday Rental: Rental on state or national holidays will result in increased fees for site management and maintenance. The rate will be double the normal rate on a holiday rental.

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Availability: The arbor area as well as the grounds is available at Church Park for small weddings and receptions. All events must end before 12:00 midnight. Events that do not end before 12:00 midnight will result in additional charges to the Lessee. All arrangements/appointments to view the facility and for set-up must be arranged through the Historic New Harmony Atheneum.

Catering: Caterer must be approved by the Historic New Harmony Visitor Services Coordinator. Caterers must remove all caterer-supplied tables and chairs immediately after the event or the Lessee will be subject to additional charges based on time spent. If caterer-supplied rental items cannot be removed from the park, the items must be broken down and stored so as not to interfere with the Historic New Harmony operations. Failure to remove catering supplies in a timely fashion will result in additional charges to the Lessee based on maintenance time spent in removing items.

Clean-up: Lessee and/or caterer are to provide trash bags for the removal from the park of all trash and other event items no later than 12:00 midnight. Failure to clean the park will result in additional charges to the Lessee based on time spent. The rate will be \$50.00 per hour.

Alcohol Policy: Alcohol may be served by a caterer at private facility uses. If alcohol is served applicant must use a caterer licensed by the Indiana Alcoholic Beverage Commission (ABC). The Lessee/caterer must provide Historic New Harmony Visitor Services Coordinator with a copy of his/her ABC license at least two weeks prior to the event. In addition, those who attend the event at which alcohol is served must remain on USI-owned property during the event. Applicant must also provide security for events at which alcohol is served. Proof of security coverage must be provided to Historic New Harmony at least two weeks before the event. Failure to provide this information will result in the cancellation of the event and the forfeit of the deposit. The abuse of alcohol will not be tolerated. (See #8 under "Additional Terms and Conditions".)

Facility Capacity: The capacity for Church Park is 75.

Seating: Historic New Harmony has available metal folding chairs and 6' tables. Historic New Harmony does not supply any other kind of seating. Caterers may provide tables and chairs but may not deliver prior to their client's contracted rental time. Catering items must be removed by 12:00 midnight.

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Music and Lighting: Arrangements regarding music or lighting must be made and finalized with the Historic New Harmony Visitor Services Coordinator at least two weeks prior to the event. Disc jockeys and bands will supply their own equipment including microphones, PA system, extension cords, power strips and lighting. Lessee must comply with noise ordinances of the Town of New Harmony.

Adherence to Terms: All agreed-upon terms set forth by Historic New Harmony will be arranged by the Historic New Harmony Visitor Services Coordinator and will not be altered by Lessee during the course of the event. This includes changes to lighting, seating and catering needs. Failure to adhere to the terms of this agreement will result in additional charges to the Lessee as noted throughout this agreement. The signature of the Lessee on this contract indicates acceptance and compliance with all terms and conditions of this rental agreement.

Appointments: All appointments for viewing the facility must be made with the Historic New Harmony Atheneum Visitor Services Coordinator. The office hours are Monday through Friday, 9:30 a.m. – 4:30 p.m. Limited appointments may be made on Saturdays.

Additional Terms and Conditions:

1. Historic New Harmony/University of Southern Indiana retains control and management of the leased facilities including the right to enforce all rules and regulations of any lawful authority, the right of access at all times, and the right to eject all persons who fail or refuse to comply with the reasonable regulations for the use of the leased facility.
2. Historic New Harmony/University of Southern Indiana's liability to Lessee, and any and all persons claiming by, through or under the Lessee, for any inability or failure by Historic New Harmony/University of Southern Indiana to provide the leased facilities for the lease period (other than the willful failure or refusal of Lessee to provide the same) shall be limited to the refund of advance payments made by Lessee to Historic New Harmony/University of Southern Indiana.
3. Lessee shall be responsible for any and all costs for any additional services desired which either are not available in the park or not available in desired quantity.
4. All payments required to be made under this contract shall be fully paid prior to the rental period except for minor charges set forth in the contract for which other payment dates are specified. The deposit noted herein shall be credited to the total payments due, and shall be retained by Historic New Harmony/University of Southern Indiana in all events, except that if any event or performance is canceled or postponed for any reason more than two weeks before or if the cancellation is beyond the control of the Lessee, and is rescheduled at mutually agreeable date within three (3) months.
5. All sums due from Lessee to Historic New Harmony/University of Southern Indiana shall be payable with cost of collection and attorney's fees if not paid when due.
6. All activities of Lessee on the leased facilities shall be conducted in compliance with all applicable laws, rules and regulations of every lawful authority having jurisdiction in the premises; Lessee shall hold harmless and defend Historic New Harmony/University of Southern Indiana from any loss, penalty or damage and the cost of defense, arising out of any claim or claims of violation thereof.
7. Without prior express written permission of Historic New Harmony/University of Southern Indiana, Lessee shall not permit its agents, employees, invitees or guests to do any of the following:
 - A. Permit any chairs or removable seats to neither be or remain in any passageway, aisle or other unoccupied area, nor obstruct the same in any way.
 - B. Deface, injure, mar or otherwise adversely affect the leased facilities or any part of the park of which the leased facilities are a part.
 - C. Assign or transfer this contract or permit any use of the leased facilities other than as specified.

- D. Sell any merchandise, wares or goods without prior permission of Historic New Harmony/University of Southern Indiana.
 - E. Permit any food or beverage to be consumed on or in the leased facilities unless provided by a caterer or concessionaire approved by Historic New Harmony/University of Southern Indiana.
 - F. Obstruct the plumbing, lighting, air conditioning or heating installations or use any of the same for other than normal uses and purposes.
 - G. See or dispose of tickets in excess of the stipulated seating capacity of the leased facilities.
8. The possession and/or use of alcoholic beverages in Historic New Harmony/University of Southern Indiana properties is not permitted except as follows:
- A. Historic New Harmony/University of Southern Indiana Events: Alcohol may be served at official HNH/USI functions. Approval for this use is granted by the President's Office. Groups will use a caterer with permits from the Alcoholic Beverage Commission (ABC). A minimum of two weeks notice is necessary to confirm these arrangements.
 - B. Non-Historic New Harmony/University of Southern Indiana Events: Permission for using alcohol at other catered events may be granted with the following guidelines:
 - a. A cocktail period preceding dinners/banquets may be no longer than 60 minutes in length. There must be a food served. All drinks will be served by the ABC-licensed caterer. The ABC-licensed caterer is required to comply with all rules dealing with the segregation of minors from alcohol serving areas if minors are present.
 - b. When requested, wedding receptions can have an extended specified time period for serving champagne, wine and beer only. All drinks are to be served by the ABC-licensed caterer. The caterer will close the bar within two hours after the food is served. There must be food served. The ABC-licensed caterer is required to comply with all rules dealing with the segregation of minors from alcohol serving areas if minors are present.
 - c. This policy applies to any park or grounds of the Historic New Harmony/University of Southern Indiana. Violation of the alcohol policy will result in immediate cancellation of the event (which can include calling law enforcement officials), forfeiture of the rental fee and suspension of booking privileges at any space owned by Historic New Harmony/University of Southern Indiana.

9. Historic New Harmony/University of Southern Indiana shall have no liability to Lessee for any loss of, or damage to, any property of Lessee, or injury to persons employed by Lessee in connection with the Lessee's use of the leased facilities. Lessee shall comply with the laws of the State of Indiana relating to the employee's liability and workmen's compensation. Lessee shall have public liability insurance with limits not less than \$500,000.00 Combined Single Limit Coverage Insurance, naming Historic New Harmony/University of Southern Indiana as the additional insured and showing same to be in effect throughout the lease period and such times before and after the lease period as Lessee may be reasonably expected to be conducting activities within the area being leased. Certificates of insurance must be on file with Historic New Harmony/University of Southern Indiana PRIOR to any use of the leased facilities by the Lessee.
10. The site manager is hereby designated as the agent of Historic New Harmony/University of Southern Indiana for all purposes, and no change in the terms or provisions hereto shall be binding upon Historic New Harmony/University of Southern Indiana unless evidenced in writing by agreement executed by said manager. This agreement constitutes the entire agreement between the parties hereto and no changes or alterations in the provision hereof shall be binding on the parties unless executed in writing and signed by each of the parties.

Please indicate your approval and acceptance of this contract by signing and dating where indicated and return along with the deposit and certificate of insurance.

Lessee _____
Name

Date _____

Address

Telephone

E-mail

Director _____

Date _____

Connie Weinzapfel
Director
Historic New Harmony/University of Southern Indiana
P.O. Box 579
New Harmony, IN 47631

Arrangement and location of tables/chairs (i.e., u-shape, theatre style, buffet table, etc.):

Lessee Initials: _____
VSC Initials: _____
Maintenance Initials: _____