

CONTRACT AND RENTAL INFORMATION

**THE DOUBLE LOG CABIN
324 NORTH STREET
NEW HARMONY, INDIANA**

Lessee: _____

Date: _____ **Time** _____

Type of Event _____

Landlord: Historic New Harmony / University of Southern Indiana

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

Rental Fee: \$100.00 for four hours
Tax: 7%
Maintenance Charge: \$35.00 per hour
Security: \$25.00 per hour (if required)

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

Rental Fee: \$50.00 for four hours
Maintenance Charge: \$35.00 per hour
Security: \$25.00 per hour (if required)

The Double Log Cabin is a historically significant structure with strict rules and procedures attached to its use. Lessee may be assessed additional charges, as noted throughout this document, up to \$200 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 \$50.00 deposit is required at time of booking for all events. Payment should be made to "USI/Historic New Harmony". Lessee must provide adequate proof of insurance of Two Million Dollars (\$2,000,000.00), as hereinafter provided. 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).

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Risk of Loss: All property placed in the Double Log Cabin by Lessee, or Lessee's agents, servants, employees, customers, and guests, shall be at the sole and only risk of Lessee, and Historic New Harmony shall not be responsible to Lessee, nor Lessee's agents, servants, employees, customers and guests for any damage or loss thereof, or for any fire, theft, burglary or embezzlement thereof and lessee shall indemnify, hold harmless and defend Historic New Harmony from and against any and all costs, expenses (including reasonable counsel fees), liabilities, losses, damages, suits, actions, claims, or demands of any kind asserted by or on behalf of lessee or any of lessee's agents, servants, employees, customers, or guests or any such damage or loss, or for any such fire, theft, burglary or embezzlement.

Holiday Rental: Rental on state or national holidays will result in increased fees for site management and maintenance.

Availability: There are two rooms available at the Double Log Cabin for small meetings 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 of \$100.00 per hour. All arrangements/appointments to view the facility and for set-up must be arranged through the Historic New Harmony administrative office.

Smoking: Smoking is prohibited in the Double Log Cabin. Violation of the smoking policy will result in an additional charge of \$100.

Decorations: Table decoration only. Candles and fireplaces may be used with prior notice. No interior or exterior space may be used for hanging decorations of any kind.

Catering: Caterer must be approved by the Historic New Harmony administrative office. Caterers must remove all caterer-supplied tables and chairs immediately after the event. If caterer-supplied rental items cannot be removed from the building, 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 building of all trash and other event items no later than 12:00 midnight. Failure to clean the building will result in additional charges based on maintenance time spent in removing trash.

Alcohol Policy: Alcohol may be served by a caterer at private facility uses. If alcohol is served, Lessee must use a caterer licensed by the Indiana Alcoholic Beverage Commission (ABC). The Lessee/caterer must provide Historic New Harmony 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. Security is required for events at which alcohol is served, and will be provided

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by Historic New Harmony at twenty-five dollars (\$25.00) per hour with a four (4) hour minimum charge. The abuse of alcohol will not be tolerated. (See #8 under “Additional Terms and Conditions”.)

Building Capacity: Thirty people can be accommodated for a reception, with limited seating, at the Double Log Cabin.

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.

Music and Lighting: Arrangements regarding music or lighting must be made and finalized with the Historic New Harmony administrative office 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 administrative office 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 contract. 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 administrative office. The office hours are Monday through Friday, 8:00 a.m. – 4:30 p.m. Limited appointments may be made on Saturdays.

Indemnification and Liability: Regardless of whether or not separate, several, joint or concurrent liability may be imposed on landlord and to the fullest extent permitted by law, lessee shall indemnify and hold harmless landlord against and from any penalty, damage or charge imposed for any violation of any laws or ordinances affecting the use and occupancy of the premises by lessee or those holding under lessee, and to protect, indemnify and save landlord harmless from and against any and all claims and against any and all loss, damage, expense, liabilities, demands and causes of action, and all costs of litigation (including attorneys’ fees), arising out of any failure of lessee in any respect to comply with and perform all of the requirements and provisions of this lease or resulting from injury or death of persons or damage to property, including, without limitation, the person and property of lessee, its agents, employees, invitees and guests, occurring on the real estate upon which the Atheneum is located or on the adjoining sidewalks, streets, alleys or ways, or in any manner directly or indirectly growing out of or in connection with the use and occupancy or disuse of the premises, or any part

thereof, or any improvements now or hereafter located thereon (collectively "claim"), and whether or not it is alleged that landlord in any way contributed to the claim during the term of this lease.

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 building 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 it's agents, employees, invitees or guests to do any of the following:

- A. Permit any chairs or removable seats to either be or remain in any passageway, aisle or other unoccupied area, or obstruct the same in any way.
 - B. Deface, injure, mar or otherwise adversely affect the leased facilities or any part of the building 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. Sell 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. This policy applies to any park or grounds of 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 \$2,000,000.00 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.

Interpretation: This instrument contains the entire agreement between the parties concerning leasing of the Atheneum, and supersedes all prior oral or written understandings, agreements or contracts, formal or informal, between the parties hereto. In the event that any of the provisions of this Lease shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be enforced to the fullest extent permissible and the remaining portion of this Lease shall remain in full force and effect. This Lease shall be construed under, and governed by, the laws of the State of Indiana. This Lease represents a compromise between the parties and is a product of arms-length negotiations. The parties have read this Lease completely and have had the opportunity to seek the advice and assistance of competent legal counsel. In the event that any ambiguity exists or deemed to exist in any provisions of this Lease, said ambiguity is not to be construed by reference to any doctrine calling for such ambiguity to be construed against the drafter of this Lease. The parties hereto agree that a court or other tribunal interpreting or construing this Lease shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be more strictly construed against who itself or through its agents prepared the agreement. This Lease shall bind the

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parties, their respective heirs, successors or assigns. All headings set forth herein are included for the convenience of reference only and shall not affect the interpretation hereof, nor shall any weight or value be given to the relative position of any part or provision hereof in relation to any other provision in determining such construction. This Lease may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all which together shall constitute one and the same instrument. As used in this Lease, the plural shall be substituted for the singular, and singular for the plural, where appropriate; and words and pronouns of any gender shall include any other gender. This provision, and each and every other provision of this lease may not under any circumstance be modified, changed, amended or provisions hereunder waived verbally, but may only be modified, changed, amended or provisions hereunder waived by an agreement in writing executed by all parties hereto.

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 _____

Date _____

Name

Address

Telephone

E-mail

Director _____

Date _____

Connie Weinzapfel

Director

Historic New Harmony/University of Southern Indiana

P.O. Box 579

New Harmony, IN 47631

SET-UP ARRANGEMENT

TO LESSEE:

IF HISTORIC NEW HARMONY IS PROVIDING SET-UP FOR YOUR EVENT, PLEASE COMPLETE THE INFORMATION BELOW, INITIAL AND RETURN WITH YOUR CONTRACT, PROOF OF INSURANCE AND DEPOSIT.

CHECK LIST

DATE: _____

TIME: _____

FACILITY: _____

EVENT: _____

No. of people: _____

No. of tables: _____

No. of chairs: _____

Podium: Yes No Location: _____

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

Lessee Initials: _____