CONTRACT AND RENTAL INFORMATION

THE ATHENEUM/VISITORS CENTER
401 N. Arthur St.
New Harmony, Indiana

Lessee:______________________________________________________________

Date____________________________ Time____________________________

Type of Event________________________________________________________________________

Landlord: University of Southern Indiana/Historic New Harmony (USI/HNH)

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

Rental Fee: $1,000.00 for four hours + $100 for each additional hour
Tax: 7%
Maintenance Charge: $35.00 per hour
Security: $30.00 per hour (if required) four (4) hour minimum

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

Rental Fee: $400.00 for three hours + $50.00 for each additional hour
Maintenance Charge: $35.00 per hour
Security: $30.00 per hour (if required) four (4) hour minimum

The Atheneum is an architecturally significant structure with strict rules and procedures attached to its use. Lessee may be assessed additional charges, as noted throughout this document, up to $1,000 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 $200.00 deposit is required at time of booking for all events. Payment should be made to “University of Southern Indiana/Historic New Harmony”. This deposit is refundable if a scheduled event is cancelled at least two weeks in advance. After that time, the deposit is non-refundable. (Refer to #4 under “Additional Terms and Conditions” for additional cancellation information). Lessee must provide adequate proof of insurance in the amount of One Million Dollars ($1,000,000.00), as hereinafter provided.

**Risk of Loss:** All property placed in the Atheneum 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:** Portions of the Atheneum are available to rent after 5:00 p.m. throughout the year. The facility is also available during business hours from January 2nd to March 1st. 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. Arrangements to view the facility or set-up times must be arranged through Historic New Harmony’s administrative office at (812) 682-4488.

**Smoking:** Smoking is strictly prohibited in buildings and on the grounds of all USI/HNH owned properties. Violation of the smoking policy will result in an additional charge of $100.

**Decorations:** Table decoration only. No candles, open flames or burning decorations of any kind. No interior or exterior space may be used for hanging decorations of any kind.

**Fires/Emergency:** Fire exits and aisles must be kept clear at all times. For programs held in Clowes Theatre, the theatre aisles are to be kept clear at all times.
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 by Historic New Harmony at thirty dollars ($30.00) per hour with a four (4) hour minimum charge. The abuse of alcohol will not be tolerated. (Refer to #8 under “Additional Terms and Conditions”.)

Building Capacity: The first floor can accommodate 60 people seated at round tables or at adjoining 6’ oblong tables. For a stand-up event with limited seating, the building can accommodate 125 people. Clowes Theatre can seat up to 200 for lecture-style presentations.

Seating: Historic New Harmony has metal folding chairs and 6’ or 8’ tables available for rent. 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. Clowes Theatre is not available to disc jockeys or bands. 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 property manager’s hours are Monday through Friday, 9:00 a.m. – 3:00 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 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. University of Southern Indiana/Historic New Harmony 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. University of Southern Indiana/Historic New Harmony’s liability to Lessee, and any and all persons claiming by, through or under the Lessee, for any inability or failure by University of Southern Indiana/Historic New Harmony 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 University of Southern Indiana/Historic New Harmony.
3. Lessee shall be responsible for any and all costs for any additional services desired which either is 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 University of Southern Indiana/Historic New Harmony 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 University of Southern Indiana/Historic New Harmony 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 University of Southern Indiana/Historic New Harmony 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 University of Southern Indiana/Historic New Harmony, Lessee shall not permit its 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 University of Southern Indiana/Historic New Harmony.
   E. Permit any food or beverage to be consumed on or in the leased facilities unless provided by a caterer or concessionaire approved by University of Southern Indiana/Historic New Harmony.
   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 University of Southern Indiana/Historic New Harmony properties is not permitted except as follows:
   A. Permission for using alcohol at 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 building or grounds of University of Southern Indiana/Historic New Harmony. 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 University of Southern Indiana/Historic New Harmony.

9. University of Southern Indiana/Historic New Harmony 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 $1,000,000.00 Combined Single Limit Coverage Insurance, naming 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 University of Southern Indiana/Historic New Harmony PRIOR to any use of the leased facilities by the Lessee.

10. The site manager is hereby designated as the agent of University of Southern Indiana/Historic New Harmony for all purposes, and no change in the terms or provisions hereto shall be binding upon University of Southern Indiana/Historic New Harmony 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 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.

**CHILD PROTECTION POLICY:**

The University is committed to taking appropriate measures to ensure the safety and well-being of minors participating in University-related activities and to report either instances of or suspected inappropriate conduct or child abuse as required by law (IC 31-33-5). Questions or concerns should be directed to the following: Director of Risk Management, Risk Management and Safety Department, 8600 University Blvd., Evansville, IN 47712

TEL: 812-461-5366
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 				Cell Phone

_______________________________________
E-mail

Director ____________________________ Date__________________

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

_______________________________________ Date__________________
Visitor Services Coordinator HNH
SET-UP ARRANGEMENT

TO LESSEE: (Name) _____________________________________________________

Please complete the information below, initial and return with your contract, proof of insurance and deposit.

CHECK LIST

DAY/DATE: ______________________________ TIME: __________________

FACILITY: ___________________________________________________________________

EVENT: ____________________________________________________________________

No. of guests _______________

No. of tables ________________@ $ 7.25 each (includes 6’, 8’ or round)

Tablecloths ________________@ $10.50 each (limited quantity available)

Metal folding chairs ____________@ $ 2.50 each (padded seats)

White folding chairs ____________@ $ 3.00 each (padded seats)

Tent rental (30x30) ____________@ $ 350.00 (holds 96 w/tables & chairs)

Use of electricity ______________@ $ 25.00 (Church Park and grounds outside Atheneum only)

AV equipment ________________@ $ 25.00 (all venues)

Please list dates and times you will need access to the building.

<table>
<thead>
<tr>
<th>Day/Date</th>
<th>Time in</th>
<th>Time out</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Set-up arrangements. ____________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

Lessee Initials: ________