

**CLIENT RENTAL AGREEMENT**

**CHURCH PARK  
409 CHURCH STREET  
NEW HARMONY, INDIANA**

**CLIENT:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Time** \_\_\_\_\_

**Type of Event** \_\_\_\_\_

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

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

|                     |   |
|---------------------|---|
| Rental Fee:         | \$100.00 for two hours (\$50.00 for each additional hour) |
| Tax:                | 7%  |
| Maintenance Charge: | \$35.00   |
| Security:           | \$50.00 per hour/minimum of 4 hours (if required)         |

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

|                     |   |
|---------------------|---|
| Rental Fee:         | \$50.00 for two hours                             |
| Maintenance Charge: | \$35.00   |
| Security:           | \$50.00 per hour/minimum of 4 hours (if required) |



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**Alcohol Policy: A**

(meaning, not open to the public.) If alcohol is served, CLIENT must use a caterer licensed by the Indiana Alcoholic Beverage Commission (ABC). The CLIENT/caterer must provide USI/HNH 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/HNH owned property during the event. Security is required for events at which alcohol is served and will be provided by USI/HNH at fifty dollars (\$50.00) per hour with a four (4) hour minimum charge. The abuse of alcohol will not be tolerated. (Refer to #8

**Facility Capacity:** The capacity for Church Park is 75.

**Seating:** USI/HNH has metal folding chairs and six (6) foot or eight (8) foot tables available for rent. USI/HNH does not supply any other kind of seating. Caterers may provide tables and chairs but may not deliver prior to their  
al time. Catering items must be removed by 12:00 a.m.  
(midnight).

**Music and Lighting:** Arrangements regarding music or lighting must be made and finalized with the USI/HNH 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 for use by disc jockeys or bands. CLIENT must comply with noise ordinances of the Town of New Harmony.

**Adherence to Terms:** All agreed-upon terms set forth by USI/HNH will be arranged by the USI/HNH administrative office and will not be altered by CLIENT during the course of the event. This includes changes to lighting, seating and catering needs. Failure to



2) **Food Caterers:**

Commercial General Liability (CGL) \$2,000,000 per occurrence.

Auto Liability: \$1,000,000 per occurrence/Combined Single Limit.

Products Liability: \$5,000 per guest with minimum of \$2,000,000 per occurrence; Liquor Liability: \$2,000,000 per occurrence, \$5,000,000 aggregate (when alcohol is served or sold);

and \$1,000,00

\$1,000,000 Occupational Disease.

3) **Limo Services:**

Auto Liability: \$1,000,000 per occurrence/Combined Single Limit for any autos leased, non-owned and hired vehicles.

**Indemnification and Liability** Regardless of whether or not separate, several, joint or concurrent liability may be imposed on USI/HNH and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless USI/HNH against and from any penalty, damage or charge im

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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 rented facility.

2. by, through or under the CLIENT, for any inability or failure by USI/HNH to provide the rented facilities for the Agreement period (other than the willful failure or refusal of CLIENT to provide the same) shall be limited to the refund of advance payments made by CLIENT to USI/HNH.
3. CLIENT 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 USI/HNH in all events, except that if any event or performance is canceled or postponed for any reason more than two (2) weeks before or if the cancellation is beyond the control of the CLIENT and is rescheduled at mutually agreeable date within three (3) months.
5. All sums due from CLIENT to USI/HNH shall be payable with  
not paid when due.
6. All activities of CLIENT within or on the rented facilities shall be conducted in compliance with all applicable laws, rules and regulations of every lawful authority having jurisdiction in the premises; CLIENT shall hold harmless and defend USI/HNH 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 USI/HNH, CLIENT 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 rented



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**CLIENT RENTAL AGREEMENT COVID-19 ADDENDUM 2021**

**CLIENT:** \_\_\_\_\_

**Date** \_\_\_\_\_ **Time** \_\_\_\_\_

**Type of Event**

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

The University of Southern Indiana (USI) COVID-19 dashboard and protocols can be found at <https://www.usi.edu/covid-19/>

\_\_\_\_\_ physically present and on-site for the duration of the meeting or event to ensure compliance with all COVID-19 event guidelines and University policies.

CLIENT agrees to not exceed a maximum of 250 people for private events

CLIENT agrees to ensure face coverings are required at all indoor meetings and events.

CLIENT will provide OWNER with an anticipated attendee list prior to the event.

If an external event is canceled due to the COVID-19 pandemic prior to the start of the event the CLIENT will be refunded any monies deposited in advance.

It is recommended that external event contact tracing administrators complete the Johns Hopkins COVID-19 Contact Tracing Training Module, found at <https://www.coronavirus.jhu.edu/contact-tracing>.

In accordance with state and local laws and regulations, CLIENT should notify local health officials, staff, and families immediately of any case of COVID-19 while maintaining confidentiality in accordance with the Americans with Disabilities Act (ADA). Additionally, the University of Southern Indiana would appreciate a notification of any confirmed cases of COVID-19 occurring during the event and up to 10 days after the conclusion of the event. Notifications may be made to OWNER without any personal information about the individuals involved in order to maintain confidentiality.

OWNER has the right to request any documentation/information needed regarding the event. OWNER has the right to request the event to cease operation in order to ensure the safety of all participants and USI staff.

Separate entrances into event venues and exit routes are recommended when possible.

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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.

Name \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Date

Diane Sanders  
Assistant Director

**SET-UP ARRANGEMENT**

TO CLIENT: (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 \_\_\_\_\_ round)

Tablecloths \_\_\_\_\_ @ \$11.00 each (limited quantity available)

Metal folding chairs \_\_\_\_\_ @ \$ 2.50 each (padded seats)

White folding chairs \_\_\_\_\_ @ \$ 3.00 each (padded seats)

Tent rental (30x30) \_\_\_\_\_ @ \$ 550.00 (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.**

| Day/Date | Time in | Time out |
|----------|---------|----------|
| _____    | _____   | _____    |
| _____    | _____   | _____    |

**Set-up arrangements.**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CLIENT Initials: \_\_\_\_\_