



CLIENT RENTAL AGREEMENT

**MURPHY AUDITORIUM
419 TAVERN STREET
NEW HARMONY, INDIANA**

CLIENT: _____

Date _____ **Time** _____

Type of Event _____

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

Regular Rental Fees (i.e., concerts, theatre, lectures etc.)

Rental Fee: \$500.00 for three hours. \$100.00 for each additional hour
Tax: 7%
Maintenance Charge: \$35.00 per hour
Security: \$50.00 per hour (if required) four (4) hour minimum

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

Rental Fee: \$250.00 for two hours. \$50.00 for each additional hour
Maintenance Charge: \$35.00 per hour
Security: \$50.00 per hour (if required) four (4) hour minimum

Murphy Auditorium is an architecturally significant structure with strict rules and procedures attached to its use. CLIENT agrees that all attendees are under the direct and complete supervision of the CLIENT. As such, the CLIENT is liable and will reimburse USI/HNH for all damages resulting from the CLIENT's and CLIENT's guests' use of the facilities and services provided by USI/HNH. CLIENT is therefore advised to read the following information very carefully. Questions should be directed to the USI/HNH administrative office at 812-682-4488.

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Deposit and Insurance: A \$100.00 deposit is required at time of booking for all events. Payment should be made to “University of Southern Indiana/USI/HNH”. 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 under “Additional Terms and Conditions” for additional cancellation information). CLIENT must provide adequate proof of insurance as specified on Pages 3 and 4 of this agreement.

Risk of Loss: All property placed in Murphy Auditorium by CLIENT, or CLIENT’s agents, servants, employees, customers, and guests, shall be at the sole and only risk of CLIENT. USI/HNH shall not be responsible to CLIENT, nor CLIENT’s agents, servants, employees, customers and guests for any damage or loss thereof, or for any fire, theft, burglary or embezzlement thereof and CLIENT shall indemnify, hold harmless and defend USI/HNH 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 CLIENT or any of CLIENT’s agents, servants, employees, customers, or guests or any such damage or loss, or for any such fire, theft, burglary or embezzlement, unless such damage or loss is due to USI/HNH’s intentional or grossly negligent acts.

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

Availability: Murphy Auditorium is available to rent all year-round. All events must end before 12:00 a.m. (midnight). Events that do not end before 12:00 a.m. (midnight) will result in additional charges to the CLIENT of \$100.00 per hour. Arrangements to view the facility or set-up times must be arranged through the USI/HNH’s administrative office at (812)682-4488.

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

Decorations: 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. The theatre aisles are to be kept clear at all times.

Catering: Caterer must be approved by the USI/HNH 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 USI/HNH operations. Failure to remove catering supplies in a timely fashion will result in additional charges to the CLIENT based on maintenance time spent in removing items.

Clean-up: CLIENT 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 a.m. (midnight). Failure to clean the building will result in additional charges based on maintenance time spent in removing trash.

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Alcohol Policy: Alcohol may be served by a caterer at facility for a “private function” (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 under “Additional Terms and Conditions”.)

Building Capacity: Murphy Auditorium has a capacity for 360 people.

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 be allowed on the stage only. They will supply their own equipment including microphones, PA system, extension cords, power strips and lighting. 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 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 adhere to the terms of this agreement will result in additional charges to the CLIENT as noted throughout this contract. The signature of the CLIENT 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 HNH administrative office. The office hours are Monday through Friday, 9:00 a.m. – 3:00 p.m. Limited appointments may be made on Saturdays.

Insurance Requirements: CLIENT shall provide a certificate of insurance for the coverages listed in the paragraphs below no less than thirty (30) days before the first date appearing on the conference contract.

1. The certificate shall be an original; fax and photocopies are not acceptable. Electronic originals via email are acceptable.
2. The certificate shall be issued to the UNIVERSITY OF SOUTHERN INDIANA/HISTORIC NEW HARMONY.
3. The UNIVERSITY OF SOUTHERN INDIANA/HISTORIC NEW HARMONY must appear as an additional insured on all policies of insurance except for the insurance required in paragraph 7. C.
4. The certificate of insurance shall also indicate there is no applicable cross suits liability exclusion (allows an insured to sue another insured).
5. CLIENT and its insurers agree to waive their right of subrogation against USI/HNH for any general liability, auto liability and workers compensation claims made against CLIENT’s policies.
6. All such insurance should not include any restrictions or governmental immunities built into the insurance coverage and policies.
7. Limits of Insurance –
 - 1) CLIENT shall provide evidence of General Liability insurance or Tenants Liability Insurance (TULIP at <https://tulip.ajgrms.com/>) of an amount of not less than \$1 million per occurrence. If the use of facilities includes physical activities,

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such as sports camps, the General Liability limit shall be \$2 million per occurrence with no athletics activity's exclusion.

- 2) CLIENT shall provide evidence of Owned, Non-owned and Hired Auto Liability insurance of an amount of not less than \$1 million per occurrence.
- 3) Any CLIENT with CLIENT employees on USI/HNH property shall provide evidence of statutory Workers Compensation insurance and \$500,000 of Employers Liability insurance.
- 4) Any CLIENT with minors on USI/HNH properties shall provide evidence of Sexual Misconduct/ Abuse Liability insurance of an amount of not less than \$1 million per occurrence. Coverage endorsed onto the General Liability policy is acceptable. (Such coverage for weddings and family reunions is excluded.)
- 5) CLIENT serving alcohol per current Institution alcohol policy must provide Host Liquor liability of \$1 million per occurrence.
- 6) CLIENT shall require all third-party vendors that provide any type of service (caterer, beer and wine, bartending, disc jockey, band, limo service, etc.) to CLIENT while utilizing USI/HNH's facilities to provide to CLIENT and USI/HNH a certificate of insurance with the following limits and conditions and naming USI/HNH as additional insured.
 - 1) **Entertainers and Performers:**
 - Commercial General Liability (CGL) \$1,000,000 per occurrence
 - Auto Liability: Private passenger vehicle parking on campus in the amount of \$100,000 per person/\$300,000 per occurrence.
 - Worker's Compensation coverage consists of Statutory Benefits and \$500,000 Employer's Liability applicable in Indiana.
 - 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);
 - Worker's Compensation coverage consists of Statutory Benefits and \$1,000,000 Employer's Liability applicable in Indiana and \$1,000,000 Occupational Disease.
 - 3) **Limo Services:**
 - Auto Liability: \$1,000,000 per occurrence/Combined Single Limit for any autos rented, non-owned and hired vehicles.

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, CLIENT 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 CLIENT or those holding under CLIENT, 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 CLIENT in any respect to comply with and perform all of the requirements and provisions of this Agreement or resulting from injury or death of persons or damage to property, including, without limitation, the person and property of CLIENT, its agents, employees, invitees and guests, occurring on the real estate upon which Murphy Auditorium 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 Agreement.

Additional Terms and Conditions:

1. USI/HNH retains control and management of the rented 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 rented facility.
2. USI/HNH liability to CLIENT, and any and all persons claiming 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 cost of collection and attorney's fees if not paid when due.
6. All activities of CLIENT 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 facilities or any part of the building of which the rented facilities are a part.
 - c. Assign or transfer this contract or permit any use of the rented facilities other than as specified.
 - d. Sell any merchandise, wares or goods without prior permission of USI/HNH.

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- e. Permit any food or beverage to be consumed on or in the rented facilities unless provided by a caterer or concessionaire approved by USI/HNH.
 - f. Sell or dispose of tickets in excess of the stipulated seating capacity of the rental facilities.
8. The possession and/or use of alcoholic beverages in USI/HNH properties is not permitted except as follows:
- g. Permission for using alcohol at catered events may be granted with the following guidelines:
 - 1. 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.
 - 2. 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 USI/HNH. 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 USI/HNH.

9. The site manager is hereby designated as the agent of USI/HNH for all purposes, and no change in the terms or provisions hereto shall be binding upon USI/HNH 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.

State Law: This Agreement shall be construed under, and governed by, the laws of the State of Indiana.

Interpretation: This instrument contains the entire agreement between the parties concerning leasing of Murphy Auditorium, 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 Agreement 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 Agreement shall remain in full force and effect.

The parties have read this Agreement 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 Agreement, said ambiguity is not to be construed by reference to any doctrine calling for such ambiguity to be construed against the drafter of this Agreement. The parties hereto agree that a court or other tribunal interpreting or construing this Agreement 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 Agreement 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 Agreement 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 Agreement, 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 Agreement 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.

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Child Protection Policy: USI is committed to taking appropriate measures to ensure the safety and well-being of minors participating in USI-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:

Mr. Sam Preston

Assistant Director of Public Safety

Contact: 812-464-1845

Email: sfpreston@usi.edu

Security Building, 8600 University Blvd., Evansville, IN 47712

<https://www.usi.edu/covid-19/>

Force Majeure:

Any delay or failure of either party to perform its obligations hereunder (other than an obligation for the payment of money) shall be excused if, and to the extent that, it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, including but not limited to: acts of God, governmental regulation or order (whether valid or invalid), recognized health threats (as determined by the World Health Organization, the Centers for Disease Control, or local government authority) (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, fires, floods, wind storms, explosions, riots, natural disasters, wars, sabotage, inability to obtain necessary material or equipment, loss of power, court injunction or order, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, conditions, or similar ones prevent, dissuade, or unreasonably delay event attendees from appearing at the event, or where any of them make it illegal, impossible, inadvisable, or commercially impracticable to hold the event or to fully perform the terms of the Agreement. In case performance of any terms or provisions hereof shall be delayed or prevented because of an Event of Force Majeure, the effected party may, at its option, suspend performance during the period such cause may continue, and no liability shall attach against either party on account thereof. Any party suffering an Event of Force Majeure shall diligently attempt to remove such cause or causes with reasonable dispatch. As soon as an Event of Force Majeure is remedied, the parties' respective rights, obligations and performance as set forth in this Agreement shall be immediately reinstated. In order for all monies to be refunded and no additional charges to be incurred, USI requires written notice of an Event of Force Majeure at least 14 days prior to the event. If USI is notified of event cancellation or postponement due to Force Majeure within 14 days of the event, Client may be charged for services already rendered and rental costs.

CLIENT RENTAL AGREEMENT COVID-19 ADDENDUM 2021

CLIENT: _____

Date _____ **Time** _____

Type of Event _____

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/>
- CLIENT is responsible for upholding these event guidelines and utilizing “self-enforcement” for all attendees. The event host must be 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 _____ Cell Phone _____

E-mail _____

_____ Date _____

Claire Eagle
Interim Assistant Director
University of Southern Indiana/Historic New Harmony
P.O. Box 579
New Harmony, IN 47631
812-682-4488

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 _____ @ \$ 7.25 each (includes 6', 8' or 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: _____

