



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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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

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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:**

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. ~~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.

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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.

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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 be enforceable.

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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 remed

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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 _____

Diane Sanders
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: _____