

CLIENT RENTAL AGREEMENT

**THE SCHNEE-RIBEYRE-ELLIOTT HOUSE
603 WEST STREET
NEW HARMONY, INDIANA**

CLIENT: _____

Date: _____ **Time** _____

Type of Event _____

Landlord: Historic New Harmony / University of Southern Indiana RA05Tm0 G(.00)TET0.00000912

Regular CLIENT Fees (i.e., weddings, receptions, meetings)

Rental Fee: \$100.00 for two hours or \$175.00 for four hours

Tax: 7%

Maintenance Charge: \$35.00

Security: \$50.00 per hour (if required) four (4) hour minimum

Deposit and Insurance: A \$50.00 deposit is required at time of booking for all events.
Paym

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.

Alcohol Policy: Alcohol may be served by a caterer at facility for a “private function”

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 –
 - A. CLIENT shall provide evidence of General Liability insurance or Tenants Liability Insurance (TULIP at <https://tulip.ajgrms.com/>) of an amount of not

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 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 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 USI/HNH 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 the SRE House 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 USI/HNH in any way contributed to the claim during the term of this Agreement, unless such damage or loss is due to USI/HNH's intentional or grossly negligent acts.

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's 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,

A. 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 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 bv1a(bv1a(bv1a(bv1a(o.q0.00000912 0

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 suffertdelayed or

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.

SET-UP ARRANGEMENT

TO CLIENT: (Name): _____