

**CLIENT RENTAL AGREEMENT**

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

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

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

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

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

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

CLIENT Fee: \$1,000 for four (4) hours + \$100 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 CLIENT Fees** (tax exempt number required)

**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/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



5. CLIENT and its insurers agree to waive their right of subrogation against



of the following:

- 1) 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.
  - 2) Deface, injure, mar or otherwise adversely affect the rented facilities or any part of the building of which the rented facilities are a part.
  - 3) Assign or transfer this contract or permit any use of the rented facilities other than as specified.
  - 4) Sell any merchandise, wares or goods without prior permission of USI/HNH.
  - 5) 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.
  - 6) Sell or dispose of tickets in excess of the stipulated seating capacity of the rented facilities.
8. The possession and/or use of alcoholic beverages in USI/HNH properties is not permitted except as follows:
- 1) Permission for using alcohol at catered events may be granted with the following guidelines:
    - i. A cocktail period preceding dinners/banquets may be no longer than

State of Indiana.

**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 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.

**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](mailto: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.



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**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://w.5pr114.98590m9\(i\)-4\(t\).ed\(i\)u-4\(w.c\(i\)ovi4\(d\)-3TJETQq0.000009120612792reW\\*nBT/F111.04Tf](https://w.5pr114.98590m9(i)-4(t).ed(i)u-4(w.c(i)ovi4(d)-3TJETQq0.000009120612792reW*nBT/F111.04Tf)



Please complete the information below, initial and return with Agreement, certificate 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: \_\_\_\_\_