



Old Lock & Dam Rental Facility Terms of Use

Rental Rate

\$150.00 + 7% Sales Tax (\$160.50) per day

Reservations

The Town of Newburgh requires a signed Terms of Use and full rental fee 14 days from the reservation date.

The Town of Newburgh reserves the right to cancel an event if the signed Terms of Use and rental fee is not received within 14 days from the reservation date.

Must be 21 years of age to reserve the building – Proof of age required.

Rental reservations are made through Town Hall at 812-853-1720.

Cash or checks are accepted. No Credit Cards.

Damage Deposit

A damage deposit of \$100.00 is required for all rental events at the Old Lock & Dam. The damage deposit is not liquidated damages and the Renter's liability for damages is not limited to \$100.00.

The Renter agrees to assume financial responsibility for any damage to the facility or loss, including theft of objects or property belonging to the Town of Newburgh, and for any personal injury incurred on the premises, caused in whole or in part by any act or omission of the Renter and/or its guests, invitees or agents.

The damage deposit will be retained if a disturbance should occur during the use of the building and adjoining property which would result in the intervention of the Police Department, Town Hall, Parks Board or any other public agency.

The damage deposit will be refunded to the Renter within thirty (30) business days after the event provided no damage occurred, no excessive clean-up was required, the Renter and the Renter's guests adhered to all the terms of use and the rental keys were returned. The Town of Newburgh has sole discretion to partially or completely retain the damage deposit.

Insurance

The Renter shall file with the Town of Newburgh a certificate of insurance naming Town of Newburgh as 'Additional Insured' for the time period of the event. Failure to provide proper documentation can result in the cancellation of the event by the Town of Newburgh.

The Town of Newburgh requires that the Renter hold \$1,000,000.00 in general liability insurance coverage. In addition, in the case of an event whereby a caterer or other third party would host such an event where alcohol may be served, additional limits of insurance and/or proof of liquor liability would be necessary.

Indemnification

The Renter agrees to indemnify and hold harmless the Town of Indiana, its employees, agents, vendors, and subcontractors, against any and all losses, claims, actions, suits, costs, damages and liabilities arising from the act or omission of the Renter or Renter's employees, agents, vendors, subcontractors, and event guests, or from the use of the facility, except that which results from gross negligence or willful misconduct of Town of Newburgh, its employees, vendors, agents or subcontractors.

Permits

The Renter is responsible for obtaining and paying for any special licenses, fees or permits required for lawful use of the facility.

If serving beer or wine at the event, the Renter must obtain a Temporary Beer and Wine Permit from the State of Indiana.

Instructions and permit application can be found at: <http://www.in.gov/atc/2409.htm>

If serving liquor, you must have a licensed alcoholic beverage caterer.

No person under the age of 21 years shall possess or consume alcohol on the premises.

The Town of Newburgh requires a copy of all temporary beer and wine permits or proof of licensed alcoholic beverage caterer.

Cancellation

If the Renter cancels an event more than 30 days prior to the event the rental fee will be refunded in full.

If the Renter cancels an event less than 30 days prior to the event the rental fee will be refunded minus a \$30.00 administration fee.

The Town of Newburgh may cancel an event if the property has become unsafe or unsuitable for use due to natural disasters or conditions beyond our control.

In such conditions, at the Renter's option, the event may be rescheduled on a mutually acceptable date. If a date cannot be established or if the Renter opts not to reschedule, The Town of Newburgh will refund all payments received.

Force Majeure: Performance of this Agreement is subject to acts of GOD, war, government regulation (including governmental advisories, quarantines and curfews), disaster, fire, terrorism or any other extraordinary occurrence taking place which would make it impossible or inadvisable for the parties to perform their obligations under this Agreement.

Key Pickup

For weekday rentals, the rental keys can be picked up at the office of the Clerk-Treasurer at Town Hall between 9:00 a.m. – 2:00 p.m.

For weekend rentals the rental keys can be picked up at the office of the Clerk-Treasurer at Town Hall on Friday between 9:00 a.m. – 2:00 p.m.

Rental keys must be returned the day after the event. For events on Fridays and Saturdays, rental keys must be returned on Monday. Keys can be returned to the Clerk-Treasurers Office or can be dropped in the Utility Payment Drop Box.

Failure to return keys in the appropriate time frame will result in loss of the damage deposit.

Facility Access

- Access to the facility is at 10:30 a.m. on the day of the rental.
- You must be out of the facility by 3:00 a.m. the following morning.
- At 3:00 a.m. all persons, decorations, food, and any personal items must be out of the facility. Anything left in Old Lock and Dam will become property of the Town of Newburgh and at the discretion of the Town Manager, the deposit could be forfeited.
- If access is needed the night before to set up or the next day to be cleaned up, the facility must be rented for that day (s).

Going in before the allowed access or staying past the allowed access will result in losing the damage deposit.

Decorations

All decorations must be provided by the Renter, or their contractor; no materials will be provided by the Town of Newburgh.

Nails nor pins may not be used to apply decorations to any building surface. Cost of repair or cleaning or any marks or damages to the facility as a result of Renter's decoration will be deducted from the Renter's damage deposit.

Candles are strictly prohibited. Battery operated candles are acceptable.

Smoke effects, explosives or pyrotechnics (including sparklers), confetti, glitter, rice, birdseed, straw/hay and silly string are prohibited inside and on the grounds of Town of Newburgh. Bubbles may only be used outside and are strictly prohibited inside the building.

Live animals, except for service animals, may not be brought on the premises.

The Town of Newburgh is not responsible for any decorative items left on site after an event.

Features

- Certified occupancy of 100
- Approximately 850 square feet of gathering space in main room
- Completely ADA accessible
- Fourteen (14) 6' long tables
- Ninety (90) metal folding chairs
 - Tables and Chairs that are not used for the event may be stored upstairs. Any tables or chairs that are used for the event must be kept downstairs.
- Kitchen Includes:
 - Stove/Oven

- Refrigerator with freezer
- Microwave
- Ice Machine
- Backdoor access to the boat ramp

Cleaning

- Floors swept clean. Please mop all spills immediately (mop located in the kitchen).
- Food removed from refrigerator and freezer and spills cleaned.
- Appliances cleaned and wiped out.
- Trash placed in receptacles in front of building.
- Tables and chairs cleaned and wiped off. All tables and chairs that are used for the event must be left downstairs. Any chairs or tables not used for the event may be stored upstairs and may remain upstairs.
- Restrooms picked up.
- Facility returned to the Town in the same condition Renter received it.

Cleaning supplies, trash bags, paper towels and toilet tissue are located in the kitchen

Services

The Town of Newburgh provides cleaning and maintenance services prior to and after the event in public spaces, restrooms and reserved event space. The Town of Newburgh may assess the Renter additional fees or hold the damage deposit should the premises require excessive post-event cleaning.

Parking is limited but available in the public spaces out front. All parking spaces located out front of the Old Lock & Dam are public spaces and renters cannot block off spaces for an event.

The Town of Newburgh does NOT provide linens, glassware, tableware, flatware, cutlery, or paper products.

Smoking

Old Lock & Dam is a smoke-free facility. Smoking is prohibited both inside and on the grounds.

Park Access

The green space on either side of the Old Lock & Dam is a public park. Rental of the Old Lock & Dam does not mean rental of the park. Public access to the park cannot be blocked nor can the outside public bathrooms located in the park be closed off to the public.

Renters may still use the park during their rental but must remember the park is still open to the public.

Erecting any structures, tents or inflatables must get Parks Board approval. Parks Board meets the first Thursday of each month.

Structures, tents or inflatables or anything else that requires a tie down that uses stakes must get the utilities marked. Utility markings can be done by calling 811 or 800-382-5544. For more information on utility markings or to request utility markings online, go to indiana811.org.

County: Warrick

Township: Ohio

Any outside company erecting any structures, tents or inflatables that require set up or utilities marked day(s) prior to the event or take down the day after the event, will require the renter to rent the Old Lock and Dam on those days.

Address

525 E Highway 662, Newburgh, IN 47630

Google Maps Address: 525 E. Water Street, Newburgh, IN 47630

Emergency Contact Information

Town Hall

Gerald Bowser

Andrea Balboni

Monday – Friday 8:00 a.m. to 4:30 p.m.

After Hours, Maintenance

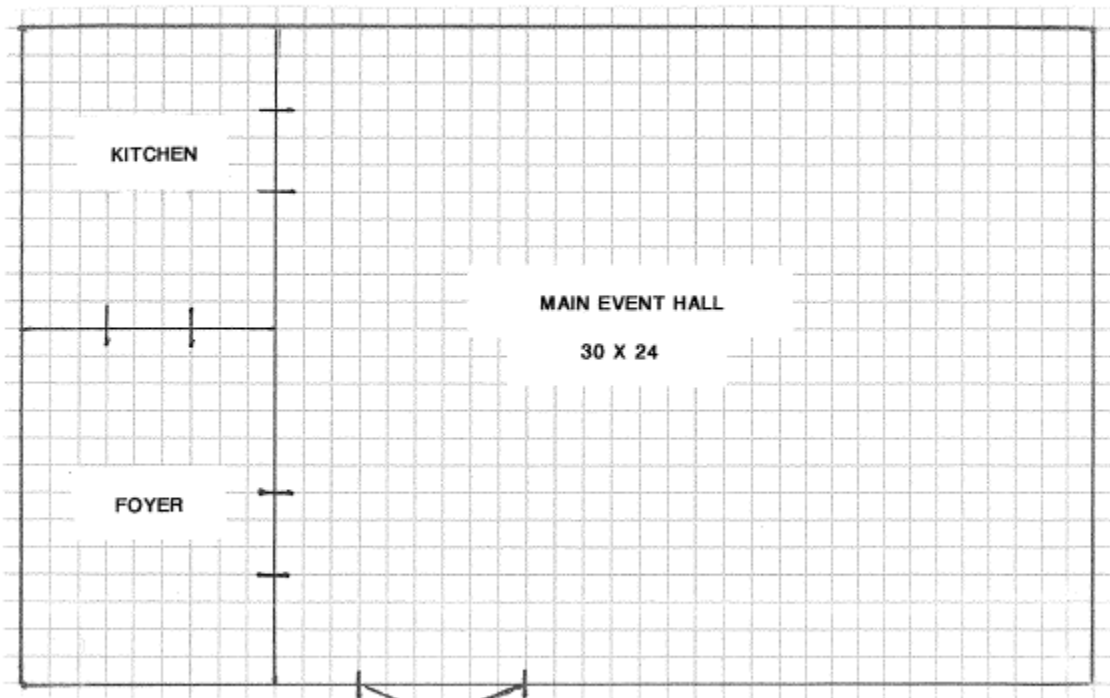
Administrative Assistant

812-853-1720

812-480-0096

812-202-3103

FLOOR PLAN



Old Lock & Dam Rental Facility Terms of Use Application

Date of Use	Type of Function	Estimated Number Attending
Will alcohol be served at the function? Yes <input type="checkbox"/> No <input type="checkbox"/> (If Yes, a copy of the permit is required)		
Will you be using the outdoor space? Yes <input type="checkbox"/> No <input type="checkbox"/>		
If using the outdoor space, will you be setting up any structures, tents or inflatables? Yes <input type="checkbox"/> No <input type="checkbox"/>		
Description _____		
Does the structure, tent or inflatable require a utilities mark out? Yes <input type="checkbox"/> No <input type="checkbox"/>		
Does the structure, tent or inflatable require set up day(s) before or take down day(s) after the event? List additional days needed _____ Yes <input type="checkbox"/> No <input type="checkbox"/>		

Renter's Name

Renter's Address

Company or Organization (if applicable)

Renter's Phone Number

Renter's Email Address

Your authorized signature below signifies that you have read and understand all of the foregoing terms and conditions and agree to abide by them.

Authorized Signature

Date