



## Allen Family Amphitheater

**Rental Rate**                    **\$200.00 per day + tax = \$214.00**

**Non-Profit Rate**                **\$120.00 per day**

**Reservations**                The Town of Newburgh requires a signed Application/Rental Agreement and the damage deposit (\$100.00) 14 days from the date the reservation was made.

The Town of Newburgh reserves the right to cancel an event if the signed Application/Rental Agreement and damage deposit is not received within 14 days from the date the reservation was made.

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 extension 4.

Cash, checks or credit cards are accepted. Fee may apply to credit card transactions.

**Damage Deposit**                A damage deposit of \$100.00 is required for all rental events at the Allen Family Amphitheater. 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 in the Facilities Office at Town Hall between 9:00 a.m. – 3:00 p.m.

For weekend rentals the rental keys can be picked up in the Facilities Office at Town Hall on Friday between 9:00 a.m. – 3:00 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 Facilities 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 9:00 a.m. on the day of the rental.
- You must be out of the facility by 10:00 p.m.
- At 10:00 p.m. all persons, decorations, food, and any personal items must be out of the facility. Anything left in the Allen Family Amphitheater or the Little Red Brick House will become property of the Town of Newburgh and at the discretion of the Facilities Coordinator, 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 Little Red Brick 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**

- Concrete Seating Capacity: 98 (3 rows of concrete seating)
- Blanket and lawn chair seating available on the grass hill (approximately 300 seating)
- Completely ADA accessible
- Stage Size: 24" depth with front stage being 41" tapering to 24' in the back and accommodate up to 65 musicians and their instruments.
- Stage lights and stair lights
- 16 electrical outlets on stage with additional outlets in the mechanical room and access panels - 225 AMP, 120/240V, with 20 amp receptacles
- Stage Wiring Access Box (SWAB) for your use with your sound system
  - 20 channel audio snake (16 XLR inputs with 4 XLR returns-balanced connector types)
  - Enables audio connections from the mix pad (upper deck behind concrete seating) to the stage
- 2 ADA parking spaces next to Amphitheater
- Access to the Little Red Brick House
  - ADA accessible restroom
  - Climate Controlled Storage/Setup Area with sink

## **Cleaning**

- Trash placed in receptacles in front of building.
- 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 Little Red Brick House.

## **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 next to the amphitheater and across the street at the Old Lock and Dam Control Building No. 47. All parking spaces 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**

Allen Family Amphitheater is a smoke-free facility. Smoking is prohibited both inside and on the grounds.

## **Park Access**

The amphitheater is located within a park, all green space is public space. Rental of the Allen Family Amphitheater 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 Facilities approval.

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](http://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** 600 State Route 662, Newburgh, IN 47630

**Mailing Address** P.O. Box 6, Newburgh, IN 47629

**Town Hall Address** 23 West Jennings Street, Newburgh, IN 47630

**Town Hall Fax** 812-853-1727

**Emergency Contact Information**

Town Hall	Monday – Friday 8:00 a.m. to 4:00 p.m.	812-853-1720 x 4
Gerald Bowser	Maintenance Superintendent	812-480-0096
Andrea Balboni	Facilities Coordinator	812-202-3103