

Gordon College Institute for Public History

255 Grapevine Road

Wenham, MA 01984

t: 978-867-4767

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Special Use Contract

Renter: _____

Address: _____

Phone: _____ Email: _____

Contact person: _____ Cell ph. _____

Project description: _____

Date(s) and time of use: _____

Rental agreement (rate of compensation or other arrangement):

Total fee: _____

Payment type: _____

Special requirements: "Pioneer Village: Salem in 1630" is owned by the City of Salem, MA, and operated by Gordon College. Our lease requires that any party sub-leasing the site must be fully insured against all personal liability and property damage throughout the duration of their event. Proof of such insurance coverage must be presented by the renter at least one week prior to the schedule day of the event. All on-site activities must be done under the supervision of Village site staff.

Agreement for the Rental of the Pioneer Village: Salem in 1630, Forest River Park, Salem, MA

The Gordon College Institute for Public History's first concern is the preservation of Pioneer Village: Salem in 1630 and its contents. Pioneer Village: Salem in 1630 is made available to recognized, responsible individuals and organizations for educational, civic and cultural activities according to the following conditions:

1. Permission to use the facility shall be granted only with the full understanding that the renter will assume full responsibility and will reimburse the City of Salem and/or Gordon College (where applicable) for any and all damage to the building or its contents resulting from such use.
2. Smoking is not permitted anywhere in the buildings or on the grounds.
3. All decorations brought onto the property must be removed at the end of the event. The use of tacks, nails, screws or glue to affix decorations is strictly prohibited. The property may not be distressed or altered in any way without express, written permission by the Site Manager.
4. Open-flames are prohibited unless a separate written agreement is made. This agreement must contain a fire plan. The prohibition against open flames includes incense, liquid propane and Sterno. Electric candles may be used.
5. If alcohol is provided at the event, the renter assumes responsibility to see that all consumption is done in a lawful, safe manner, and that no cash will be exchanged for alcoholic beverages unless the proper license is obtained from the City of Salem. Renters may make arrangements for a total of no more than 5 hours of alcohol service at Pioneer Village: Salem in 1630. Gordon College and the City of Salem will require a police detail at any event serving alcohol.
6. Catering services, if applicable, must be listed on the Rental Agreement and Application and have signed the Caterers Responsibilities Form. Caterers must be approved by the Gordon College Institute for Public History one month prior to the event.
7. The City of Salem is not responsible for any personal property brought into the village.
8. Gordon College is not responsible for any personal property brought into the village.
9. Gordon College reserves the right to make special regulations and changes to all contracts. All changes must be written here or attached to this form with both parties initialing the changes.
- 10. Insurance.** Renter shall maintain liability insurance covering it as an entity and its staff members and will name Gordon as an additionally insured party. Gordon will be provided with a certificate of such insurance.

Gordon will continue to maintain its liability, fire, and other insurance on Pioneer Village: Salem in 1630 that is normally maintained for business purposes.

11. Indemnification. Renter and Gordon hereby hold harmless and indemnify the other party, its agents, employees or students from and against any and all claims, losses, damages, demands, actions, costs, expenses (including reasonable attorneys' and other professional fees) and liabilities that either party may suffer or incur as a result of and arising from the other party's negligence.

12. Miscellaneous. This Agreement contains the entire understanding of the parties and cannot be amended, waived, or discharged, unless mutually agreed by both parties, and shall be binding upon the parties and their respective administrators, representatives, successors and assigns. Neither party may assign this Agreement.

13. State Law. This Agreement is written and subject to the laws of the Commonwealth of Massachusetts.

IN WITNESS HEREOF, each of the parties hereto has duly executed this Agreement under seal as of the day and year first above written.

Signature of Renter _____ Date _____

Printed Name of Renter _____

Signature of Site Manager, Gordon College Institute for Public History _____ Date _____

Printed Name of Site Manager, Gordon College Institute for Public History _____