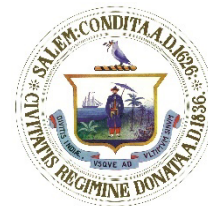




# Old Town Hall City of Salem, MA



## SPACE RENTAL APPLICATION AND TERMS OF USE AGREEMENT

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### Applicant Information:

Applicant/Responsible Party Name: \_\_\_\_\_

Organization/Company Name\*, if any: \_\_\_\_\_

\*Is this organization a non-profit? Yes ( ) No ( ) If yes, please attach a copy of your Exemption Certificate.

Street Address: \_\_\_\_\_ City, State, & Zip: \_\_\_\_\_

Mailing Address, if different than above: \_\_\_\_\_

Primary Contact Name: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Telephone (Cell preferred for day-of): Primary \_\_\_\_\_ Alternative \_\_\_\_\_

Secondary Contact Name: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Telephone (Cell preferred for day-of): Primary \_\_\_\_\_ Alternative \_\_\_\_\_

### Event Information:

Name of Event: \_\_\_\_\_ Number of Guests: \_\_\_\_\_

Date of Event: \_\_\_\_\_

Time of Event: From: \_\_\_\_\_ To: \_\_\_\_\_ Set Up/Arrival Time: \_\_\_\_\_ Departure Time: \_\_\_\_\_

**Room(s) Requested:** 2<sup>nd</sup> Floor Great Hall  1<sup>st</sup> Floor Colonnade  Both 1<sup>st</sup> & 2<sup>nd</sup> Floors

### Type of Event (Check all that apply):

Free & Open to the Public\*\*  Ticketed Public Event  Ticketed/Invite Only Private Event

Wedding Reception Only\*  Wedding Ceremony Only\*  Wedding Ceremony & Reception\*

Theatrical Performance  Concert  Market  Other  \_\_\_\_\_

Catered\*\*\*  Food, Not Catered  Alcohol Will Be Served\*\*\*\*

\*If **Wedding**, will you be using your allotted rehearsal hour? Yes  No

**If, yes** please indicated your requested **date and time for the rehearsal:** \_\_\_\_\_

\*\*Certificate of Insurance required for all events open to the public.

\*\*\*If Catered, please submit a completed copy of the Caterer's Responsibilities Form a minimum of 30 days prior to your event and ensure that your caterer retains a copy.

\*\*\*\*If serving alcohol, you must hire a police detail officer for the duration of alcohol service. Police details are not included in the rental fee. To arrange for a police detail call the Salem Police Department Detail Office at 978.744.0171, option 3. For events serving alcohol with 100 or more attendees a Fire Detail is also required.

**Will you be requesting the use of any of the below items, which are provided free of charge if available:**

Assorted folding chairs     Assorted Tables     Sound System     Movable Gallery Walls

**Will you be renting chairs, tables, other furniture and/or equipment for this event from outside vendors?**

Yes     No

**Do you need to request special load-in/load-out/delivery times outside of your rental window?** Yes  No

**Will you use amplified sound?** Yes  No

**Use the below space to provide details on your answers to the above four questions:**

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**If your event is open to the public, please provide a 2-3 sentence description and relevant web links to include in our public calendar:**

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**Rates & Fees:** *(Please see our Rental Rate Sheet on page 9 of the Function Facts, Rules, Regulations... document for details and enter fees accordingly)*

Base Rental Fee: \_\_\_\_\_ (per event cost based on Rental Rates Sheet)

Extra Hours Requested: \_\_\_\_\_ (# of hours x per hour costs based on Rental Rates Sheet)

Historic Preservation Fee: \_\_\_\_\_ (\$25 for non-profits, \$50 for For-profits and individuals)

Overnight Storage Fee): \_\_\_\_\_ (\$50 per day if applicable)

**TOTAL EVENT RENTAL FEE:** \_\_\_\_\_ (per event cost based on Rental Rates Sheet)

Refundable Security Deposit: \_\_\_\_\_ (\$500 unless otherwise noted on Rental Rate Sheet. Pay via separate check.)

Payment Schedule: \_\_\_\_\_ = Non-refundable Event Deposit (25% of total rental fee, due with signed application.)

\_\_\_\_\_ = Remaining Balance (Event deposit minus total rental fee, due 30 days prior to event.)

\_\_\_\_\_ = Refundable Security Deposit (Pay via separate check, due 30 days prior to event.)

By signing and initialing this Rental Application and Agreement, I hereby acknowledge that I have received, reviewed, and agree to abide by all Rules and Regulations for the use of Old Town Hall contained herein as Addendum A as well as those outlined in the formal 'Function Facts' document created by the City of Salem and provided to me at the time of my rental. Any violation of any rule or regulation may result in the termination of my event and forfeiture of all fees paid.

IN WITNESS HEREOF, each of the parties hereto signed have duly agreed to and executed this Agreement under seal as of the day and year below written.

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Signature of Applicant/Responsible Party

Date

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Julie Barry, Senior Planner of Arts & Culture  
City of Salem, Salem MA

Date

## ADDENDUM A – RULES & REGULATIONS:

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The City of Salem’s first concern is the preservation of Old Town Hall and its contents. Old Town Hall 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 for any and all damage to the building or its contents resulting from such use.
2. The City of Salem is not responsible for any personal property brought into the building by renters, guests, or other third parties.
3. Smoking is not permitted anywhere in the building, including the restrooms, or within 50 feet of the building.
4. No animals, except service animals, are permitted in the building.
5. No banners, signs, decorations or other like items may be affixed to any interior or exterior walls at Old Town Hall. The use of tape, tacks, nails, screws and/or glue to affix decorations is **strictly prohibited**. All decorations brought into the hall must be removed at the end of the event.
6. Open flames are **strictly prohibited**, this includes: candles, incense, liquid propane and Sterno heated chafing/buffet containers, space heaters etc. Only electric warming plates are permitted, under supervision.
7. Renters must conform their event set up, including table and chair arrangements, to the occupancy laws established by the Salem Fire and Building codes so as to not exceed occupancy limits or impede fire exits. The on-site Event Staff must approve all furniture arrangements.
8. The historical wooden folding chairs surrounding the Great Hall may be used for seating but may NOT be moved from their current location. Any movement of these chairs will result in an immediate forfeiture of the security deposit.
9. Renter agrees and understands that the contracted tenants of Old Town Hall may have displays, sets, and other items in and around the rented areas. Renters further agree that any loss or damage of items owned by tenants during a rental event will be the responsibility of the renter.
10. No items should be pushed or pulled across the hardwood floors. Water, ice buckets, or anything with condensation should not be placed directly on the hardwood floors.
11. If alcohol is provided at the event, the renter assumes responsibility and liability to see that all consumption is done in a safe manner and in adherence with state laws and regulations. No cash may be exchanged for alcoholic beverages unless the proper alcohol license is obtained from the City of Salem. Renters may host alcohol service for a total of no more than 5 hours. Alcohol service and vendor must be noted on application.
12. The City of Salem requires a Police Detail at any event serving alcohol. The arrangement of, and fees associated with, a Police Detail are the responsibility of the renter.
13. The City of Salem requires a Fire Prevention Detail at any event serving alcohol with 100 or more guests. The arrangement of, and fees associated with, a Fire Detail are the responsibility of the renter.
14. Catering services, if applicable, must be listed on the Rental Agreement and Application. Caterers must sign the Caterers Responsibilities Form and be approved by the City of Salem at the time of application.
15. Entertainment arrangements must be outlined on the Rental Agreement and Application and must be approved by the City.

*Rules & regulations continued on page 4.*

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Initials of Applicant/Responsible Party

16. Sound: The City is not responsible for noise interference from performances, scheduled or impromptu, or other potentially disruptive activities in the public spaces around the building.
17. No liquids should be dumped in the trash. No food items should be put in any sinks or toilets. All food items and other trash must be placed IN BAGS before putting in the large, provided bins. All recycling should be clean and dry and placed directly into the provided recycling containers. All boxes should be broken down prior to recycling.
18. The building must be left in the same condition as it was found. All trash and other waste must be bagged appropriately and placed in the provided large trash totes in the rear foyer of the 1<sup>st</sup> floor. Any excess trash must be hauled away by the renter at the time of departure from the building. Failure to dispose of trash and recycling appropriately will result in an automatic forfeiture of your security deposits.
19. Changeability: The City of Salem reserves the right to cancel or make changes to all agreements with a minimum of 30 days' notice. All changes or notification of cancelations will be made in writing and attached to this agreement with both parties initialing the changes. Furthermore, the City reserves the right to cancel or postpone any event at any time due to weather or community health emergencies.
20. Insurance: Renters must secure and maintain basic liability insurance in the name of the organization listed on the contract for any event that is open to the public. A copy of the Certificate of Insurance (COI) naming the City of Salem as additionally insured must be submitted at least 30 days prior to your event. For catered private events, Caterers must carry insurance and provide a copy to the City. The City of Salem will continue to maintain its liability, fire, and other insurance on Old Town Hall that is normally maintained for business purposes.
21. Indemnification: Renter hereby holds harmless and indemnifies the City of Salem, its agents and employees from and against any and all claims, losses, damages, demands, actions, costs, expenses (including reasonable attorneys' and other professional fees) or other liabilities arising from its use of the facilities, unless due to blatant negligence of the Old Town Hall Management and/or its staff.
22. Miscellaneous: This Agreement, its addendum and accompanying 'Function Fact Sheet' contain 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.
23. State Law: This Terms of Use Agreement is written within and subject to the laws of the Commonwealth of Massachusetts.
24. Attestation: The renter hereby attests that they are over 21 years of age, will be present for the duration of the event, and takes full responsibility for the behavior of guests/attendees, securing any and all required details and licenses, and proper execution of the event in accordance with the rules and regulations outlined within this agreement and the City's "Function Facts" document here by made part of this agreement by reference. Renters who do not follow the guidelines listed within this terms of use agreement, its addendum and provided 'Function Facts' document, or who cause damage to the building, forfeit their security deposit and will be billed for any specific damages, trash removal or extra hours required of staff.

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Initials of Applicant/Responsible Party