

This is a sample rental agreement. All events booked at Eastern State Penitentiary Historic Site will be asked to sign an agreement specific to their event.

Site Rental Agreement

Eastern State Penitentiary Historic Site (ESPHS) is a National Historic Landmark, and care for its preservation is a primary focus of all activity on the property. This protocol will help ensure the safety of the attendees and property during events on the site.

- I. A single member of your party will be responsible for making sure this protocol is dispersed and understood by the crew and attendees, and for enforcing it. That person will be the primary contact for ESPHS staff during the site rental.
- II. A total fee of \$_____ will be paid to Eastern State Penitentiary Historic Site, Inc. prior to beginning any activity on site.
 - a. Rental fees include the use, set up, and breakdown of all event equipment owned by ESPHS as agreed upon (AV, tables, chairs, or other agreed upon equipment), staff time (planning, set up, breakdown, event staffing), and all agreed upon event spaces.
 - b. Fees listed are for the rental of the penitentiary for the following use of spaces:
 - i.
 - ii.
 - c. Fees reflected in this agreement are specific to the event listed. This agreement does not guarantee rates for any future events. Site rental fees are subject to change based on individual event parameters.
 - d. Set up is limited to the day of the event and may not begin before 5:30pm. All breakdown must be complete the same day as the event. Any arrangements to drop off or retrieve supplies at any other time must be arranged in advance.
 - e. Additional time for event prior to signing of event contract will be billed at \$200.00/quarter hour.
 - f. Aside from the lighting/sound equipment that is permanently installed in the spaces being used for the event, client is responsible for providing and setting up any additional required lighting.

- III. A certificate of insurance in the amount of \$1,000,000, naming "Eastern State Penitentiary Historic Site, Inc" and "City of Philadelphia" additionally insured is required. In addition, any entity (for example: a caterer) that comes on the premises for the event must also provide ESPHS a certificate naming "Eastern State Penitentiary Historic Site, Inc" and "City of Philadelphia" additionally insured.
- IV. ESPHS reserves the right to photograph, videotape, or otherwise record attendants at any event held on the historic site. ESPHS reserves the right to use any and all photographs, videotapes, or other recordings in all means or subsequent media. By signing this contract, I authorize ESPHS and their respective successors the right to use such photographs, or recordings and waive all rights of inspection and approval to ESPHS, and each ESPHS Indemnified Party from all liability arising out of the exercise of these rights.
- V. All setup work at Eastern State must be completely reversible. Members of the event may not nail into or damage any existing materials or structure without approval from the historic site staff and from the City of Philadelphia Historical Commission. This prohibition includes, but is not limited to:
 - a. Nailing or driving screws into any surface.
 - b. Placing tape on any painted surface.
 - c. Painting (intentionally or unintentionally) any surface.
- VI. Eastern State Penitentiary Historic Site requires the location credit, "Eastern State Penitentiary Historic Site, Philadelphia, PA" in all uses of penitentiary photos in print, on the web, in broadcast, and in any other public medium. When creating invite materials, groups should use publicly available images, which can be downloaded from our website at easternstate.org/press. Any unauthorized use of or alteration of ESPHS images, logos, or materials may result in loss of event rental. All event invitations, advertisements, etc. must include the following language: "This is a private event. It is not endorsed by or affiliated with Eastern State Penitentiary Historic Site."
- VII. Smoking is prohibited anywhere on the property, **including** exterior spaces within the complex. All event attendees must leave the property to smoke. A designated smoking area will be available just outside of the gatehouse for attendees.
- VIII. Event attendees may not wander outside designated event areas.
- IX. Event attendees may not bring guests onto the property without prior permission.
- X. Event client and attendees must store all flammable material (gasoline, etc.) outside the building.

- XI. Event client and attendees may not remove any materials from the historic site that were not brought in by the client, including “trash”, rubble, artifacts, or souvenirs.
- XII. There can be no nudity, semi-nudity, sexual or sexually explicit images photographed or filmed at Eastern State Penitentiary.
- XIII. A non-refundable deposit is required for the booking of all events to guarantee availability of selected date(s) and times. Deposits start at \$200. ESPHS reserves the right to increase deposit amounts based on event parameters.
- XIV. A signed copy of this protocol is required no less than a month before the start of the event. Payment* must also be submitted by the start of the event.
**Payment is accepted in the form of cash, check, or credit card payment.*