



HALE BYRNES HOUSE
606 Stanton-Christiana Road, Newark, Delaware 19713

DIVISION OF HISTORICAL AND CULTURAL AFFAIRS

Historical and Cultural Affairs

SPECIAL USE PERMIT

REQUESTING ORGANIZATION: _____

EVENT: _____

DATE OF EVENT: _____

TERMS AND CONDITIONS AGREEMENT

The State of Delaware Department of State, Division of Historical and Cultural Affairs, hereinafter known as the “Division,” is responsible for the management, operation, and stewardship of certain historic sites, including the (name of subject property), hereinafter known as the “Hale Byrnes House,” operated by the Society for the Preservation of Antiquities (DSPA). State historic sites are irreplaceable public assets and must be secured for future generations through protection and preservation as well as their use and enjoyment. Such sites may be made available for special events and group activities. These activities must meet guidelines, criteria, and rules and procedures established by the Division.

THEREFORE, be it understood and agreed upon, the following guidelines clarify responsibilities for both the Division and the (name of sponsoring organization/lessee).

- **Indemnification** - The above mentioned organization indemnifies the State of Delaware, the Department of State, Division of Historical and Cultural Affairs, or any of its employees for any and all claims arising from this event.
- **Insurance Coverage** - The organization shall provide a minimum liability insurance coverage of \$500,000, retained for the event. The Department cannot be named as “additional insured” on any of said insurance policies. Nothing contained herein shall be construed or deemed to be a waiver of the Sovereign Immunity of the State of Delaware. Proof of insurance coverage must be provided to the Division 10 days prior to the event. Failure to fulfill this requirement will result in cancellation of the event.
- **Event Area** - The designated event area shall be determined and agreed upon by the Permittee and the Division’s Planner/Project Manager (or other designated HCA personnel) prior to final authorization.
- **Division Rules and Procedures** - Rules and procedures of the Division of Historical and Cultural Affairs unless specifically exempted or otherwise noted

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shall be observed by the Permittee, employees, agents, or contractors. Alcohol usage is prohibited at (name of property).

- **Laws** - The Permittee shall comply with all applicable laws, rules, orders and regulations of the federal, state, and other governmental authorities.
- **Maintenance** - Permittee shall maintain the event area in a clean and satisfactory manner during the event. The event area shall be left in as good a condition as it was delivered at the commencement of the event.
- **Trash Receptacles** - Permittee shall provide adequate dumpsters or trash containers with liners at their own expense and must arrange for delivery and pickup. Removal of trash from the property shall be the responsibility of the Permittee unless other arrangements are made with the Planner/Project Manager (or other designated HCA personnel).
- **Public Access** - There shall be no interference with nor any attempt made to prevent full and free access to the property by other visitors.
- **Access Restrictions** – (Describe any restrictions, such as access to buildings, parking areas, etc. that are off limits to the event’s sponsors or guests).
- **First Aid** – First Aid shall be provided by the Permittee, including ambulance service, if deemed necessary by the Planner/Project Manager (or other designated HCA personnel).
- **Portable Toilets** - Permittee shall be responsible for providing adequate portable toilets at their own expense and must arrange for delivery and pickup agreeable to the Division.
- **Drinking Water** – Permittee shall be responsible for providing fresh drinking water for event participants.
- **No Assignment** - Permit shall not be assigned to any other person or group.
- **Signs** - No signs, advertising, tents, trailers, canopies may be posted or located except with the Planner/Project Manager’s (or other designated HCA personnel’s) written approval.
- **Permit Limits** - This permit grants no privilege other than that specifically mentioned herein.
- **Responsibility to Inform Participants** - It is the responsibility of the event organizer or sponsors to inform participants of applicable rules, regulations, procedures, and terms of this agreement.
- **Advance Preparations** - All activities and arrangements for advance preparations with the above named applicant shall be at the direction of the Planner/Project Manager (or other designated HCA personnel).
- **Advertising Approval** – The Permittee will coordinate with and obtain approval from the Division on wording, design and media placement for advertising and public relations associated with the event.

- **Termination** - The Planner/Project Manager (or other designated HCA personnel) may terminate without prior notice the activity when he/she deems necessary for the safety of the public, for the

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- protection of the resources, or for the violations of any rules or procedures of the Division of Historical and Cultural Affairs, or conditions of this permit. In addition, any event may be cancelled without prior notice in the event of a natural disaster or unforeseen emergency.
- **Existing Conditions** – (Describe any existing conditions which may affect the requested activity or the property; e.g., construction, etc.).
- **Site Preparation** – (Describe any site preparations to be undertaken by either party).

OTHER SPECIAL CONDITIONS

Rental Fee.	\$75
Cleaning and Maintenance Fee	\$75
Total	\$150

This permit grants no privilege other than that specifically mentioned herein.

3/22/2014	Kim E. Burdick, Curator
Date	(HCA designated personnel)/Signature

Date	(Name of Requesting Organization) Authorized Representative/Signature
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