

1950 FORM

THE INDENTURE

Instructions: The following is to be completed entirely at the office upon the day the applicant is admitted to the school. If the parent or sponsor is unable to accompany the boy on the day of admission, the following Indenture should be completed and signed by the parent or sponsor when filing the application. (Signature of witness necessary.)

This Indenture made the _____ day of _____, in the year of our Lord, One Thousand Nine Hundred and _____.

Witnesseth, That _____, of the Borough, City or Township of _____, in the County of _____, State of _____ the parent, guardian, or next friend of _____, (hereinafter designated as orphan), by these presents does release and relinquish to the Managers of The Hershey Industrial School at Hershey, Derry Township, Dauphin County, Pennsylvania, Managers under the deed of Milton S. Hershey and Catherine S. Hershey founding and endowing said school, and their successors, appointed to maintain, direct and manage said school, the custody and control of the said orphan, he to dwell with and serve the said Managers and to be under their exclusive custody and control from the day of the date hereon until the said orphan arrives at the age of eighteen years, that is until the _____ day of _____, 19_____ unless the period of this release is earlier terminated or further extended as hereinafter provided for; during which time the said orphan shall faithfully, honestly, and obediently serve the said Managers and conform to all their rules and regulations with reference to residence, studies, work and duty, and all other rules and regulations by the Managers, their executive officers, or others by them appointed; the intent of this release being to enable the Managers to enforce in relation to the said orphan every proper restraint, and to prevent relatives, friends, or others from interfering with or withdrawing the said orphan from the school.

The Managers of The Hershey Industrial School, for themselves and their successors, undertake that they will teach and instruct, or cause to be taught or instructed, the said orphan as set forth in the deed founding and endowing the school, and will keep and maintain the said orphan during the period aforesaid: Provided, however, that if at any time during the period aforesaid it shall be determined, in the opinion of the Managers (which shall be final and conclusive, and from which there shall be no appeal), that the said orphan should be or become incompetent to learn or master a trade, or that from physical ailments it would be inexpedient for him to continue his studies and training, or should become insubordinate, or be guilty of vice or crime, or become an unfit companion for others in the school, or has so conducted himself as not to be worthy of further and continued support and education, or is so competent to work at his chosen trade that he is qualified to be self-supporting, or for any other reason good and sufficient in the judgment of the Managers, they shall have the right (notwithstanding this release and undertaking) to remove or expel him from the school and cancel this release and undertaking and dismiss him from their care, and upon so doing it is specially covenanted and agreed that all responsibility on their part to the said orphan, or the said

_____, or any other person or persons, shall absolutely cease and determine, anything herein contained to the contrary notwithstanding, and the said _____ thereupon agrees to immediately assume the charge and care of the said orphan. Provided further, however, the Managers may in their discretion, before or after the arrival of the said orphan at the age of eighteen years, provide for his further education at some other school, college, or university, in which event the period of time hereinabove named for which this release is executed shall be extended for such additional period as the Managers may determine, not extending beyond the arrival of the said orphan at the age of twenty-one years.

The home provided for the said orphan by the Managers is situated at Hershey, Dauphin County, Pennsylvania, and that will be his residence unless in the judgment of the Managers it shall be expedient to maintain him elsewhere, in which event it shall be the right of the Managers to make the necessary change.

In Witness Whereof the parties to these presents have hereunto set their hands and seals the day and year above written

WITNESS PRESENT:

Witness

[SEAL]

Parent or Sponsor

[SEAL]

Chairman of the Managers of The Hershey Industrial School