



Contract No. \_\_\_\_\_

# FACILITY USE APPLICATION

CLP Location \_\_\_\_\_

Organization/Individual Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: (day) \_\_\_\_\_ (evening) \_\_\_\_\_ Email: \_\_\_\_\_

Organization Mission and/or description: \_\_\_\_\_

Federal 501c3 organization:  Federal 501c3 Tax ID # (9 digits) \_\_\_\_\_  
*Number will be validated using the IRS publicly available database*

Name of Contact Person \_\_\_\_\_

Address (if different than above) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone (day) \_\_\_\_\_ (evening) \_\_\_\_\_ Email \_\_\_\_\_

Event/Meeting Name \_\_\_\_\_

Nature/Purpose of Event/Meeting \_\_\_\_\_

Event/Meeting Date(s) Requested \_\_\_\_\_

Time Requested From \_\_\_\_\_ (please circle) AM / PM To \_\_\_\_\_ AM / PM

Estimated Attendance \_\_\_\_\_ Is this a ticketed event? (please circle) Y / N

*(Licensee agrees to comply with all City, State and Federal laws pertaining to licenses, permits and taxes.)*

Meeting Space to be rented \_\_\_\_\_

### Branch Meeting Room Rental:

Refreshments/Food Yes \_\_\_ No \_\_\_ \$30.00-\$70.00 cleaning fee will be assessed to all rental fees when food is present by the Licensee. Costs are based on location and kind of food served.

Security Needs Yes \_\_\_ No \_\_\_ A security fee of \$30.00 per hour per security officer will be assessed to Licensee contract for all events/meetings that require security arrangements. The assessed fee is at the discretion of Carnegie Library of Pittsburgh and is dependent on said day and time.

Meeting Open to the Public? Yes \_\_\_ No \_\_\_

### Special Events/Homewood Auditorium Rental:

Refreshments/Food Yes \_\_\_ No \_\_\_ See above.

Security Needs Yes \_\_\_ No \_\_\_ See above.

Electrician Needs Yes \_\_\_ No \_\_\_ \$50.00 per hour per electrician, applies to Main Library only. Costs are subject to change if applicable to other locations.

Technician Needs Yes \_\_\_ No \_\_\_ \$50.00 per hour applies to Homewood Auditorium. Costs are subject to change if applicable to other locations.

Special Events Space Setup (AV Equipment, chairs, etc.) \_\_\_\_\_

## - LICENSE AGREEMENT -

Made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by and between Carnegie Library of Pittsburgh ("CLP") and \_\_\_\_\_ "Licensee", having an address at \_\_\_\_\_

CLP hereby grants a license to Licensee to use the following facilities ("Facilities") of CLP situated at \_\_\_\_\_ between the hours of \_\_\_\_\_ and \_\_\_\_\_ the \_\_\_ day of \_\_\_\_\_, 20\_\_\_ under the terms and conditions listed below:

- 1. Consideration: Payment.** In consideration of the above, Licensee agrees to pay to CLP, a base fee, the sum of \_\_\_\_\_. **One hundred percent of the base fee is payable upon execution of this signed contract.** Licensee shall have the right to cancel contract twenty-one days prior to the event/meeting date and receive a one hundred percent refund. Should Licensee cancel within a twenty-one day period prior to the event/meeting date, fifty percent of the base fee shall, at the option of CLP, be retained by CLP as liquidated damages, and all rights under this Agreement shall be null and void. It is agreed by the parties that the damages that will be suffered by CLP are not capable of being precisely ascertained and that fifty percent of the base fee represents a reasonable estimation of CLP's damages. In addition to the base fee, Licensee shall pay to CLP the fees and costs for the services selected in the Facility Use Application ("Application") which precedes this Agreement. Separate costs for security, technician or electrical and cleaning fees will be invoiced after the event.

- 2. **Insurance.** Licensee agrees to furnish to CLP a Certificate of Insurance for liability insurance. The coverage, limits and insurance company shall be acceptable to CLP. If CLP and Licensee cannot agree as to the coverages, limits and insurance company or if such certificate is not supplied within seven business days following the execution of this Agreement, CLP may terminate this Agreement in which event the base fee shall be promptly returned to Licensee.
- 3. **Compliance.** Licensee agrees to comply with all City, State and federal laws pertaining to licenses, permits and taxes for Licensee’s use of the Facilities prior to the time set for its use of the Facilities.
- 4. **General Indemnity.** Licensee agrees that it shall use the utmost care not to damage or abuse any of the Facilities and shall observe and abide by the rules for governance of the Facilities as made known to Licensee through CLP’s Facilities Office. Licensee agrees to pay for all damages to the building, equipment, fixtures, furniture and paraphernalia arising from, out of, or pertaining to the occupancy of CLP by the Licensee, its agent, performers, employees or invitees except for damages caused solely by the intentional misconduct or negligent acts of CLP. Licensee shall indemnify and hold harmless and defend CLP, its agents or employees for bodily injury and property damage of any kind to Licensee, its agents, employees, performers or invitees while in or on the premises of CLP, except for such injury or damages caused solely by the intentional misconduct or negligent acts or omissions of CLP.
- 5. **Meeting Room Equipment.** Equipment for use in meeting facilities varies from location to location. In general, equipment such as slide projectors, televisions and VCRs, Power Point projection equipment and projectors are provided by CLP for staff use in library programming. At this time, CLP does not lend or authorize operation of such equipment to outside groups or individuals using meeting rooms.
- 6. **Responsibility.** It is agreed that CLP shall not be held responsible for losses incurred by Licensee in the event of CLP’s inability to fulfill this contract because of strikes, failure of power or catastrophe of any description beyond its control.
- 7. **ADA.** Licensee shall be solely responsible for ensuring that Licensee’s programs, presentations and/or other activities conducted on CLP’s premises are accessible to persons with disabilities as required by the Americans with Disabilities Act, the Rehabilitation Act and other federal, state and/or local laws, rules and regulations. This includes, but is not limited to, responsibility for providing auxiliary aids and services (such as interpreters, Braille programs, etc.) for the participants or guests of Licensee as well as for assuring that Licensee’s displays or any other audio or visual materials are accessible to persons with disabilities.
- 8. **ADA Indemnity.** The Licensee expressly indemnifies and holds harmless and agrees to defend CLP from any and all liability (known or unknown) under the Americans with Disabilities Act, the Rehabilitation Act and other federal, state or local laws, rules and regulations prohibiting discrimination against persons with disabilities arising out of the usage of CLP’s facilities under this Agreement by Licensee, its employees and invitees, including all damages, attorney’s fees, court costs and settlements or compromises made by CLP.
- 9. **Use.** The facilities shall be used by “Licensee” only for the purposes set forth in the Application.
- 10. **Recordings and Photographs, Occupancy.** No recordings may be made or pictures taken on CLP premises without prior arrangements of CLP’s Communications and Creative Services Office. Occupancy of the Facilities shall not exceed the specified capacity, and all aisles and exits must be kept clear.
- 11. **Infringements.** Licensee shall be responsible for obtaining all rights and licenses for performers of each copyrighted work in any of CLP’s Facilities. Licensee agrees to indemnify and hold CLP harmless from all claims of copyright infringement arising out of Licensee’s performance in CLP Facilities, including all damages, attorney’s fees, court costs and settlements or compromises made by CLP.
- 12. **Copyright License.** CLP shall have the right to require Licensee to furnish to CLP not less than ten days prior to the first performance, a copy of the Licensee’s license to perform each copyrighted work, including a listing of all such works to be performed or, in the case where such performance is of a non-dramatic literary or musical work, a listing of the copyrighted works to be performed and a copy of the Licensee’s license from each licensing agency having the right to such copyrighted work.
- 13. **Remedies.** Licensee specifically agrees that if the fee or any installments thereof is not paid at the time fixed herein, or Licensee fails to comply with any City, County, State or federal laws, regulations and ordinances pertaining to licenses, permits, taxes, capacity and the like, or Licensee fails upon request to furnish said copies of license and permits and Certificate of Insurance, CLP shall have the right to withhold, evict or at anytime stop all of the Licensee’s use of the Facilities and CLP shall not be liable for any direct or indirect damages suffered by Licensee because of such withholding, eviction or stoppage.
- 14. Attachments to this agreement are:

Licensee: \_\_\_\_\_

Carnegie Library of Pittsburgh:

By: \_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_

*Title*

\_\_\_\_\_

*Date*

By: \_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_

*Title*

\_\_\_\_\_

*Date*

Rental Fee: \$ \_\_\_\_\_

Security Fee: \$ \_\_\_\_\_

Electrician/Technician Fee: \$ \_\_\_\_\_

Cleaning Fee: \$ \_\_\_\_\_

Total Fee Due: \$ \_\_\_\_\_

Paid/Date \_\_\_\_\_