

FACILITY USE APPLICATION

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 _____

Special Needs/Space Setup (AV equipment, tables, chairs, etc.): _____

Refreshments/Food Yes _____ No _____ *· \$30.00 cleaning fee will be assessed to all rental fees where food is present by the Licensee. Costs are subject to change depending on location.*

Security Needs Yes _____ No _____ *· A Security Fee of \$20.00 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 upon said day and time.*

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 Needed Yes _____ No _____ *· \$50.00 per hour applies to Homewood Library Auditorium. Costs are subject to change if applicable to other locations.*

- LICENSE AGREEMENT -

Made this _____ day of _____, 20____ by and between Carnegie Library of Pittsburgh and _____
 _____, "Licensee", having an address at _____.

Carnegie Library of Pittsburgh hereby grants a license to Licensee to use the following facilities ("Facilities") of Carnegie Library of Pittsburgh situated at _____
 _____ between the hours of _____ and _____ the _____ day of _____, 20____
 under the following terms and conditions

- 1. Consideration; Payment.** In consideration of the above, Licensee agrees to pay to Carnegie Library of Pittsburgh, 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 Carnegie Library of Pittsburgh, be retained by Carnegie Library of Pittsburgh 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 Carnegie Library of Pittsburgh are not capable of being precisely ascertained and that fifty percent of the base fee represents a reasonable estimation of Carnegie Library of Pittsburgh's damages. In addition to the base fee, Licensee shall pay to Carnegie Library of Pittsburgh the fees and costs for the services selected in the ("Application") which precedes this Agreement. Separate costs for security, technician or electrician and cleaning fees will be invoiced after the event.
- 2. Insurance.** Licensee agrees to furnish to Carnegie Library of Pittsburgh a Certificate of Insurance for liability insurance. The coverage, limits and insurance company shall be acceptable to Carnegie Library of Pittsburgh. If Carnegie Library of Pittsburgh 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, Carnegie Library of Pittsburgh 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 Carnegie Library of Pittsburgh'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 Carnegie Library of Pittsburgh by the Licensee, its agent, performers, employees or invitees except for damages caused solely by the intentional misconduct or negligent acts of Carnegie Library of Pittsburgh. Licensee shall indemnify and hold harmless and defend Carnegie Library of Pittsburgh, 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 Carnegie Library of Pittsburgh, except for such injury or damages caused solely by the intentional misconduct or negligent acts or omissions of Carnegie Library of Pittsburgh.
- 5. Meeting Room Equipment.** Equipment for use in meeting facilities varies from location to location. In general, equipment such as slide projectors, televisions and VCR's, Power Point projection equipment and projectors are provided by Carnegie Library for staff use in library programming. At this time, Carnegie Library of Pittsburgh does not lend or authorize operation of such equipment to outside groups or individuals using meeting facilities.
- 6. Responsibility.** It is agreed that Carnegie Library of Pittsburgh shall not be held responsible for losses incurred by Licensee in the event of Carnegie Library of Pittsburgh'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 Carnegie Library of Pittsburgh'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 Carnegie Library of Pittsburgh 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 Carnegie Library of Pittsburgh's facilities under this Agreement by Licensee, its employees and invitees, including all damages, attorneys fees, court costs and settlements or compromises made by Carnegie Library of Pittsburgh.
- 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 Carnegie Library of Pittsburgh premises without prior arrangements with Carnegie Library of Pittsburgh's Marketing Department. 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 Carnegie Library of Pittsburgh Facilities. Licensee agrees to indemnify and hold Carnegie Library of Pittsburgh harmless from all claims of copyright infringement arising out of Licensee's performance in Carnegie Library of Pittsburgh Facilities including all damages, attorneys fees, court costs and settlements or compromises made by Carnegie Library of Pittsburgh.
- 12. Copyright License.** Carnegie Library of Pittsburgh shall have the right to require Licensee to furnish to Carnegie Library of Pittsburgh 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, Carnegie Library of Pittsburgh shall have the right to withhold, evict or at anytime stop all of Licensee's use of the Facilities and Carnegie Library of Pittsburgh 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: _____ By: _____
Authorized Signature *Authorized Signature*

 Title Title

 Date Date

 Rental Fee \$ _____
 Security Fee \$ _____
 Electrician/Technician Fee \$ _____
 Cleaning Fee \$ _____
 Total Fee due \$ _____
 Paid/Date _____