

LICENSE AGREEMENT

Please type or print. Complete all sections. Applications received without an authorized signature and/or correct payment will not be processed.

All deposits must be paid in full before Event Space is confirmed.

LICENSEE INFORMATION

Licensee Name _____
Address _____
State/Province _____ Zip/Postal Code _____ Country _____
Telephone (_____) _____
Website Address _____ Email Address _____

CONTACT and MAILING INFORMATION

Primary Contact Person's Name _____ Title _____
Email _____ Direct Phone (_____) _____
(If different than above) Address _____ City _____ State _____ ZIP _____

This **LICENSE AGREEMENT** ("Agreement") is entered into by and between the **Rochester Public Library** ("RPL") and _____ ("Licensee") this _____ Day of _____, 20__.

In consideration of the promises and the mutual covenants, agreements, and representations herein contained, and other good and adequate consideration, the receipt and sufficiency of which is acknowledged, it is hereby agreed as follows:

1. **License:** This Agreement represents a license that is limited in purpose and scope to the times, uses and space in the RPL's Central Library buildings, the Rundell Memorial Library Building and the Bausch & Lomb Public Library Building, described herein and does not represent a lease or create any interest in the property other than as specifically identified and described in this Agreement.

2. **Space:** RPL grants to Licensee a limited and revocable license (the "License") to use the following space for an event ("Event"): _____ located at _____ ("Event Space"). The License permits Licensee to use the Event Space only on the Event date, during the hours specified below, and only for the purposes set forth below.

- a. Event and purpose for which Event Space is to be used: _____
- b. Facility/Space to be used: _____
- c. Event Date: _____
- d. Start/End Time of Event: _____
- e. Start/End Time for set-up and tear-down of the Event: _____

3. **License Fees:** Licensee shall pay to RPL a license fee of \$_____ (the "License Fee") for the use of the Event Space. Payment shall be made payable to the Rochester Public Library and shall be submitted to the RPL's manager of Events, the Event Assistant. License Fees are for a four hour minimum. Fifty percent (50%) of the License Fee ("Fee Deposit") is due and shall be paid by Licensee upon execution of the Agreement. The Event Space shall not be considered reserved for Licensee until the Fee Deposit is paid to RPL. If Licensee fails to pay the Fee Deposit, any tentative reservation of the Event Space by Licensee may be cancelled by Library and the Space made available to other applicants. The remainder of the License Fee for the use of the Event Space is due in full at least thirty (30) days prior to the Event. Failure to timely pay the remaining balance of the License Fee may result in the cancellation of the reservation and termination of this Agreement by RPL. If this Agreement is executed less than thirty (30) days prior to the event, the full License Fee will be due and payable upon execution of the Agreement.

Failure of Licensee to make all required payments to RPL, including the License Fee, charges for additional security or other services and reimbursement for damage to RPL facilities may result in cancellation of the Event, denial of future use of RPL facilities or legal action to recover unpaid charges, in the RPL's sole discretion.

4. **Returned Check:** There will be a \$25.00 fee for any returned check.

5. **Parking:** The Library does not offer parking for Events. There are several parking garages in the downtown area with two operating within a one-block radius of the Rundel Memorial Library. Applicants may arrange their own valet parking services.

6. **Security:** Security personnel must be provided for the entire time period of the Event and during set-up and tear-down. Licensee shall provide a detailed description of the Event, including hours of the Event, number of attendees, nature of the Event including whether there will be alcohol served, whether there will be live or recorded music or other entertainment, and any other information requested, to the Events Assistant no later than thirty (30) days prior to the Event. Based on the Event information provided by Licensee, the Event Assistant will determine the appropriate security requirements for the Event. Only RPL security officers shall be used for the Event. At no time will weapons be carried by security officers. Licensee will be notified of any additional security costs required by the Event, which are beyond normal RPL building security, including additional security staff and additional hours. Licensee shall reimburse RPL for any such additional security, at RPL's cost, in addition to the License fee, no later than thirty (30) days before the Event.

7. **Cancellations:** Licensee must notify RPL in writing, by US Mail or by email if it becomes necessary to cancel an Event. If Licensee cancels sixty (60) days or more before the Event, all License Fees paid by Licensee will be refunded. If Licensee cancels the Event less than sixty (60) days prior to the Event, Licensee will forfeit fifty percent (50%) of the License Fee. Notwithstanding the foregoing refund or forfeiture provisions, if Licensee cancels a reservation, Licensee shall be liable for any out-of-pocket costs incurred by the RPL, which amount may be added to the amount retained by RPL or deducted from any refunded amount.

8. **Excess Time Fees:** License Fees are based on the stated Start/End Times, including set-up and tear-down, as set forth above. If Licensee, their guests, or service providers exceed Start/End Times set forth in Section 2 of this Agreement for any reason, unless such excess time is agreed to in writing in advance by the Event Assistant, an excess time fee will be assessed, based on a reasonable pro-rated estimate of the value of the Event Space. Excess time fees shall be paid to RPL within thirty (30) days from receipt of invoice.

9. **Event Policies and Guidelines:** By signing this Agreement, Licensee agrees that Licensee has received, read, and agrees to comply with the Event Guidelines for Central Library ("Guidelines"), which Guidelines are attached hereto as Schedule A and are made a part hereof. Licensee shall provide the Guidelines to every Event vendor, provider, subcontractor or volunteer providing products or services for the Event on Licensee's behalf and shall be responsible for compliance with the Guidelines by such service or product providers.

Licensee shall be responsible for securing and managing all providers and vendors of products or services for the Event.

Other than providing a list of approved caterers, from which all catering services must be obtained, RPL will not provide or recommend any vendors or service providers. However, all vendors and service providers must be approved by the Event Assistant as set forth below. Licensee shall not include RPL or the City of Rochester on any contract for products or services for the Event and Licensee shall be solely responsible for all payment of products and services for the Event.

10. Event Planning Requirements: At least thirty (30) days before the Event, Licensee shall submit to the Event Assistant, a full and detailed description of all services required for the Event, and the names and contact information of all vendors that will be providing such services, including catering, audiovisual, music or other entertainment, flowers and decorating services and all other product or service providers for the Event. All outside vendors and services for the Event must be approved by the RPL and failure of Licensee to timely provide the required information may result in a denial of such services or products for the event. RPL shall not be liable if any RPL services or any outside vendor services or products are not available for the Event, as the result of Licensee's failure to timely provide such information on service requirements during the planning process for the Event. The RPL, in its discretion, will reasonably accommodate last minute requests; however last minute requests are not guaranteed.

11. Condition of Premises: The Event Space shall be provided "as-is", with no additional facilities or amenities, unless otherwise agreed in writing and described in this Agreement. RPL makes no warranty to Licensee regarding the suitability of the Space for Licensee's intended use and it shall be Licensee's responsibility to view the Event Space in advance of the Event to determine its suitability. Licensee shall leave the Space in the same or similar condition as when Licensee entered, ordinary wear and tear excepted.

Licensee shall remove all decorations, signs, furniture, equipment, and all other items brought to the Central Library by Licensee, its vendors, subcontractors or others for the Event ("Licensee's Items") by the end of the "tear-down" time set forth in Section 2. If Licensee fails to remove Licensee's Items by such time, RPL may move, remove or discard Licensee's Items left in the Event Space or anywhere in the Central Library and RPL shall not be liable to Licensee or any third party for such action. If RPL incurs any costs for such removal, disposal or storage of Licensee's Items, such costs shall be paid by Licensee within thirty (30) days of receipt of request for reimbursement. Licensee shall be responsible for and shall indemnify RPL for any loss, claim or damage related to Licensee's Items.

Licensee shall be responsible for any damage caused to the Library facility, the Event Space, or the equipment and materials located therein, caused by the Licensee, Licensee's guests, service and product vendors and providers or any individual connected with the Event. Library shall be entitled to make any necessary repairs at Licensee's expense and actual repair costs will be assessed to Licensee. Licensee shall reimburse RPL for any such repairs within thirty (30) days of receipt of RPL's written request for reimbursement, which request will be accompanied by written verification of the amount of the expenses incurred.

12. Insurance: Unless waived or reduced by the RPL Director in writing, Licensee shall obtain and maintain in force at the time of the Event(s), at Licensee's sole expense, general liability insurance for protection against claims of personal injury, including death, or damage to property, arising out of the Event. The amount of said insurance coverage shall be in the amount of One Million Dollars. In the event that alcohol will be served at the Event, Licensee shall provide proof of liquor liability insurance for the duration of the Agreement. The amount of said insurance coverage shall be in the amount of One Million Dollars. All such insurance shall be issued by a reputable insurance company, authorized to do business in the State of New York with an A.M. Best rating of no less than A. Said insurance shall also name the Rochester Public Library and the City of Rochester as insureds and copies of the policy endorsements reflecting the same shall be provided. The Licensee shall provide proof of insurance and the required endorsements, at least thirty (30) days

before the Event, in the form of a certificate of insurance from an authorized representative of a financially responsible insurance company evidencing that such an insurance policy is in force. Furthermore, the insurance submission shall include a listing of any and all exclusions under said policy. The insurance shall stipulate that, in the event of cancellation or modification the insurer shall provide RPL with at least thirty (30) days written notice of such cancellation or modification. In no event shall such liability insurance exclude from coverage any municipal operations, employees or property related to this Agreement. Failure to timely provide proof of insurance as required herein shall be grounds for the RPL to terminate this Agreement and may result in forfeiture License Fees paid.

13. Licensee Responsibility, Indemnification and Force Majeure:

(a) Conduct. The conduct of all Event attendees, participants, spectators, service providers, vendors and volunteers while on RPL property for the Event, shall be the responsibility of the Licensee. Licensee also accepts all responsibility for any injury to person(s) or property, or loss of or damage to property or theft of personal property or literary or artistic content on RPL premises during the Event period, or resulting therefrom. Failure by any individual or group to comply with the Guidelines or applicable laws, rules and regulations, will be cause for ejection from the RPL Central Library property. RPL retains the right to eject objectionable persons from the premises. Repeated violations may result in denial of future reservation requests.

(b) Indemnity. Licensee shall defend, indemnify and hold harmless RPL, its trustees, employees and agents and the City of Rochester, its employees and agents from and against any and all claims, actions, causes of action, demands, judgments, liabilities, losses, damages, costs, or expenses (including without limitation reasonable attorneys' fees and court costs), whether or not involving a third party claim, from any personal injury, property damage, death or other liabilities of whatever kind or nature, that arise from, are related to or are in any way connected with Licensee its officers, employees, agents, contractors, guests or invitees and the use of the Event Space or other RPL facilities or in any way whatsoever related to the Event, without limitation and to the full extent permitted by law. The indemnification obligations herein shall survive the termination of this Agreement.

(c) Force Majeure. If the Event Space is damaged or otherwise unavailable because of unforeseen causes beyond the control of the RPL, including but not limited to, such acts of God, war, riots strikes, fire, flood, epidemics, quarantines, lack of utilities, severe weather, or the like, then this Agreement shall terminate, Licensee's deposit will be returned, less any monies expended or contracted for, and for which RPL cannot cancel or mitigate. In such event, Licensee waives all rights to any claims against the RPL. RPL shall have no obligation to provide alternative facilities.

14. Compliance with Copyright Laws: Licensee shall comply with all applicable copyright laws, including but not limited to music. The Licensee shall defend, indemnify and hold harmless the RPL and the City of Rochester from and against any claims, damages, losses and expenses arising out of the use of any copyrighted material during the term of this License Agreement.

15. Permitted Use: Licensee is authorized pursuant to this Agreement to use the Event Space to hold the Event as described in Section 2, and for no other purpose, unless RPL gives Licensee prior written authorization for additional permitted uses. Licensee may not use the Event Space in any manner that may render the insurance for the Event Space or upon any of RPL's property void, or which may result in increased insurance premiums for RPL with respect to the Event or any other of RPL's property.

16. Compliance with Laws: Licensee shall obtain and maintain any necessary permits, licenses, or other forms of permission necessary to use the Event Space according to the permitted uses set forth in Section 2 in a lawful manner. Licensee shall not use the Space in any manner that would violate local, state or federal laws or regulations.

17. Recovery of Fees or Costs: RPL shall be entitled to take any action necessary to recover unpaid license fees, returned check fees, excess time fees, security costs, damage costs or any fees or costs owing to RPL by withholding amounts due from any refunds owed to Licensee, by invoicing Licensee, adding amounts owed to invoices for future Events, or by legal action to recover amounts owed. Licensee shall be liable to RPL for reasonable attorney's fees incurred by RPL in connection with the collection, or attempt to collect, any payments due from Licensee under this Agreement or any damages arising from any act or omission of Licensee, or its service providers, participants or guests, or from Licensee's failure to fulfill any obligations or responsibilities provided under this Agreement.

18. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between RPL and Licensee. No statements, promises, or agreements whatsoever, in writing or verbal, in conflict with the terms of this Agreement have been made by RPL or Licensee which in any way modify, vary, alter, enlarge, or invalidate any of the provisions hereof and/or obligations herein stated. This Agreement may be amended and modified only in writing signed by both the RPL and Licensee.

19. Successors and Assigns: This Agreement is binding upon and inures to the benefit of the parties and their heirs, executors, legal and personal representatives, successors and assigns, as the case may be. Notwithstanding the foregoing, Licensee shall not be entitled to assign or transfer all or any of its rights, benefits and/or obligations under this Agreement without the prior written consent of RPL, which may be granted or denied in its sole discretion.

20. Right of Entry: In granting the License for use of the Event Space, RPL retains the right to enforce all necessary and proper rules for the management and operation of the premises to be used. RPL shall have the right to enter the Event Space, at any time for any reasonable purpose, including without limitation, to confirm compliance with this Agreement and the Guidelines or for an emergency that may threaten the Event Space or injury to any person in or near the Event Space, although nothing contained herein shall be construed as imposing an obligation on RPL to take possession and control or to evacuate the Event Space.

21. Miscellaneous:

- (a.) This Agreement shall not be binding on the parties until it has been signed by an authorized representative of the Library.
- (b.) The captions of this Agreement are for convenience only and do not limit, define or describe the scope or intent of this License.
- (c.) This License cannot be amended or terminated orally, but only by an instrument in writing executed by the party against whom enforcement, modification or discharge is sought.
- (d.) This Agreement shall be governed by and construed in accordance with the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.
- (e.) In the event that the terms and conditions of this Agreement are not strictly enforced by the RPL, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the RPL from enforcing each and every term of this Agreement thereafter.

(f.) If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the day and year first above written.

By: _____
ROCHESTER PUBLIC LIBRARY

By: _____
LICENSEE

Print Name: _____

Print Title: _____