

**Irondequoit Public Library**  
**FACILITY USE CONTRACT**

This contract for facility use is between the Irondequoit Public Library (the "Library") and \_\_\_\_\_ ("Organization"), a \_\_\_\_\_ type of organization with an address of \_\_\_\_\_, for temporary use of room number \_\_\_\_\_ in the Library (the "Space").

**Library Mission and Terms of Use**

As part of its mission, the Library requires that all people on Library property abide by all the Library's policies. In addition, while using the Space, Organization and any person at the Space in affiliation with Organization must at all times follow the below rules, and any reasonable request of any Library representative.

**Rules include:**

No harassing, abusive, or demeaning activity directed at any person or group or the Space.

No contact that violates any applicable law or regulation.

In the event of an emergency at the Library, Organization shall abide by the reasonable request of any Library representative, and any first responder assisting with the emergency.

In the event of any injury to any person, or incident of property damage while the Space is in use, Organization will immediately notify the Library Contact listed in the chart above immediately. **In the event of a crime or medical emergency, call 911.** Aside from those attending the event(s) in the Space sponsored by Organization, no filming or taking pictures of any individual in the Library (visitor or employee) is allowed, without their express written permission.

After use, the Space will be restored to the condition it was in prior to Organization's use, by the Organization, unless otherwise specifically confirmed with the Library Contact.

Organization will not promote the event using the Library/Space as the location until this contract is fully signed and (if applicable) Organization has paid the applicable Rental Fee.

**Violation of any rules may result in the termination of this Contract with no refund, and denial of future use.**

**Emergency Cancellation**

When fully signed and any fee is paid, this Contract guarantees that Library will reserve the Space for Organization as set forth in the "Use Details" section, above. However, in the event the Library or a related entity experiences an emergency which, in the sole

determination of the Library, requires the cancellation of the use (including but not limited to condition at the facility, weather emergency, risk of disruption to normal library operations, or event requiring Library's emergency use of the space), Library shall notify Organization as soon as possible, and work with Organization to refund the fee or determine a new date, whichever is preferable.

Indemnification

To the greatest extent allowed by law, Organization hereby agrees to indemnify and defend and hold harmless the Library, its Board of Trustees, officers, employees, agents, and volunteers, from any and all causes of action, complaints, violations, and penalties, and shall pay the cost of defending same, as well as any related fines, penalties, and fees, including reasonable attorneys' fees, related to Organization's use of the Space, including conduct by any third party or contractor present at the Space as part of the Event/s.

Insurance

Organization shall provide insurance meeting the following requirements:

For all organizations	Commercial General Liability (CGL) with limits of insurance of not less than \$100,000 each occurrence and \$200,000 Annual Aggregate.
For an organization transporting equipment or employees to the event at the Library in a vehicle	Business Auto Liability with limits of at least \$1,000,000 each accident.
For an organization that will have its employees working at the event	Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.
For an organization that will have its employees working at the event	Coverage that specifically covers injury to and by volunteers; \$100,000 each occurrence and \$200,000 Annual Aggregate.
For a professional organization offering professional services at the event	Professional Liability with limits of insurance of not less than \$100,000 each occurrence and \$200,000 Annual Aggregate.

Additional Insurance

Organizations without insurance, who are using the space for simply gathering and conducting a meeting, may ask to be exempted from the insurance requirement. Organizations that will use the space for physical activities such as dancing, using tools, yoga, performance, or other activities in excess of reading and talking must provide the required insurance, with no exceptions.

Person signing for Organization

The person signing on the line below on behalf of organization is at least 18 years of age and has the power to sign for the Organization.

Venue for Dispute

This contract and any related action shall be governed according to the laws of the State of New York, and Venue for any dispute shall be Monroe County, New York.

Accepted on behalf of the Library: \_\_\_\_\_ On: \_\_\_\_\_

Print name: \_\_\_\_\_

Accepted on behalf of the Organization: \_\_\_\_\_ On: \_\_\_\_\_

Print name: \_\_\_\_\_