

**Southeastern NY Library Resources Council  
Facility Use Agreement**

This contract for facility rental is between the Southeastern NY Library Resources Council (Southeastern) and \_\_\_\_\_ [name] an \_\_\_\_\_ [type of organization/individual] with an address of \_\_\_\_\_ ("Facility Renter"), for temporary use of \_\_\_\_\_ (the "Space").

**Details of Temporary Use**

Date(s) and time(s) of use	
Purpose of use (the "Event/s")	
Estimated maximum attendees	
Any special details	
Person from Facility Renter who will oversee Facility Renter's use of the Space (must be present at all times) and their back-up person	Name: Cell number: E-mail:  Name: Cell number: E-mail:
Rental Fee on a per-use basis:  NOTE: <i>If the use is charitable and the fee is to be waived, the use must not involve any <b>political activity</b> as defined by the IRS.</i>	
If applicable, fee is payable to [INSERT] and shall be paid by:	
Will minors be attending the event at the Space?	

<p>If yes: does organization check all staff and volunteers for records of wrongful behavior involving children?</p>	
<p>Is Facility Renter a chapter or affiliate of a larger organization?</p> <p>If so, include larger organization's name.</p>	
<p>Will the event involve food or the creation of materials to dispose?</p> <p>If yes, what time will clean-up, including removal of all trash and recycling generated by the event, be completed?</p>	
<p>Facility Renter's Southeastern Contact (the person who will help them with any questions and address any concerns)</p> <p>Southeastern to require Facility Renter to provide Insurance certificate?</p> <p>Insurance certificate due by:</p>	<p>Name:</p> <p>Email:</p> <p>Cell:</p> <p>Y/N</p>

### Terms of Use

While using the Space, Facility Renter and any person at the Space in affiliation with Facility Renter must at all times follow the below Facility Rental Rules of Southeastern and any reasonable request of any Southeastern representative.

#### **Rules include:**

- No harassing, abusive, or demeaning activity directed at any person or the space.
- No conduct that violates any applicable law or regulation.

- In the event of an emergency at the facility, Facility Renter shall abide not only by the reasonable request of any Southeastern representative, but also any first responder assisting with the emergency.
- In the event of any injury or incident of property damage while the Space is in use, Facility Renter will immediately notify the Southeastern Contact listed in the chart above.
- After use, the Space will be restored to the condition it was in prior to Facility Renter's use, unless otherwise is specifically confirmed with the Southeastern Contact. If not restored to prior condition, a Cleaning Fee of \$50.00 and/or charges for any damages will be deducted from the deposit.
- Smoking, explosives and other hazardous materials are not permitted.
- Facility Renter and all persons it has permitted on the property must follow applicable Southeastern parking regulations.
- Alcoholic beverages are not permitted.
- Violation of any rules may result in the termination of this Contract and denial of future use. Contracts terminated early due to a rules violation will not result in a refund.

#### Emergency Cancellation

This Contract guarantees Southeastern will reserve the space for Facility Renter as set forth in the "Details" section, above. However, in the event Southeastern or a related entity experiences an emergency which, in the sole determination of Southeastern, requires the cancellation of the use (including but not limited to condition at the facility, weather emergency, or an event requiring Southeastern's emergency use of the space), Southeastern shall notify Facility Renter as soon as possible, and work with Facility Renter to refund the fee or determine a new date, whichever is preferable. If the Facility Renter is the party choosing to cancel, the Deposit is non-refundable.

#### Indemnification

To the greatest extent allowed by law, Facility Renter hereby agrees to indemnify and defend and hold harmless Southeastern and its Board of Trustees, employees, agents, volunteers, and members 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 Facility Renter's use of the Space, including but not limited to conduct by any third party or contractor present at the Space as part of the Event/s.

#### Insurance

Facility Renter shall provide insurance meeting the requirements shown in exhibit "A" and shall name Southeastern Library Resources Council as an additional insured.

#### Person signing for Facility Renter

The person signing on the line below on behalf of Facility Renter has the power to sign for the Facility Renter.

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 Erie County, New York.

SIGNED:

\_\_\_\_\_

[ORGANIZATION NAME]

\_\_\_\_\_

Southeastern Library Resources Council

By: [PERSON NAME]

By:

Date:

Date: