

LANE MEMORIAL LIBRARY
APPLICATION AND TEMPORARY USE/LICENSE AGREEMENT

Application Date: _____

Name: _____

Phone Number: _____ Is this a mobile phone? (Circle One) Yes / No

Address: _____

City: _____ State: _____ Zip: _____

E-mail Address: _____

Is this application made on behalf of a group/organization? (Circle One) Yes / No

If yes, please provide the following information:

Name of group/organization: _____

Type of group/organization: _____

Will the person named above be the on-site supervisor for the event/use? (Circle One) Yes / No

If no, please provide the name, phone number, address, and email address of the individual(s) who will act as the on-site supervisor(s) at the time of the event/use.

Name: _____

Phone number: _____

Address: _____

Email: _____

Requested date(s) of use: _____

Requested time(s) of use: From _____ a.m./p.m. to _____ a.m./p.m.

Brief description of event/proposed use: _____

Has this event occurred before? (Circle One) Yes / No

If yes, please provide previous dates and locations:

Is this event open to the public? (Circle One) Yes / No

Expected number of attendees/guests:

Adults (18 or older): _____ Children: _____

Will admission be charged? (Circle One) Yes / No

If yes, please provide the amount of admission being charged: _____
If this is a fundraising event please list the benefactor(s): _____

Will food and/or beverages be served?

Food (Circle One) - Yes / No

Beverages (Circle One) - Yes / No

Will commercial activity* (e.g. caterers/vendors/businesses selling/distributing food, beverages, merchandise, and/or services) occur during the event/proposed use? (Circle One) Yes / No

If yes, please provide the name, address, and phone number of the caterer/vendor/business and the item(s)/service(s) to be sold/distributed: _____

***Proof of the caterer/vendor/business's licensure and certificate of insurance naming the Lane Memorial Library and the Town of Hampton as additional insureds may be required. If required, such proof must be provided to the Library no later than [REDACTED] business days prior to event/use.**

PROCEDURE AND TERMS OF LICENSE/USE:

All COMPLETE applications for temporary revocable license to use the Library's meeting room and/or quiet study room shall be processed in order of receipt. A reasonable effort will be made to accommodate applications and process them in a timely manner. Completed applications and related materials (such as certificates of insurance) should be submitted to: [REDACTED]
[REDACTED].

The Lane Memorial Library ("Library") reserves the right to impose reasonable and actual administrative costs on the Applicant/Licensee, including but not limited to necessary security, clean-up and traffic management costs so that same are not borne by the Library, the Town of Hampton ("Town") and taxpayers.

The Library recognizes and respects the rights of free speech and assembly, and will review applications in a consistent and viewpoint neutral manner. Approval of an application and/or issuance of a temporary license for use of Library property does not constitute an endorsement of the applicant's/licensee's philosophy, viewpoint or objectives by the Library.

To the extent permitted by law, the Library may deny an application for a temporary revocable license based on one or more of the following:

1. The requested date and time is unavailable;
2. The application (including any required attachments and/or submissions) is incomplete;

3. The applicant or the person/group/organization on whose behalf the application for temporary revocable license is made contains a material falsehood or misrepresentation;
4. The applicant or the person/group/organization on whose behalf the application for temporary revocable license is made has damaged Library property on prior occasions and not paid for the damage;
5. The applicant or the person/group/organization on whose behalf the application for temporary revocable license is made is legally incompetent to contract or to sue and be sued;
6. The applicant or the person/group/organization on whose behalf the application for temporary revocable license is made has violated the terms of a prior temporary license for use of the Library's meeting room and/or quiet study room;
7. The proposed use would present an unreasonable danger to the health and/or safety of Library patrons, Town residents, visitors, employees, agents, volunteers, and/or other members of the public;
8. The proposed use is prohibited by law.

Any application that is denied will be returned to the applicant stating the reason for such denial. If the reason for denial is the unavailability of the date and/or time requested, the Library will endeavor, to the extent practicable, to suggest alternative dates/times that might be available.

Any applicant seeking a waiver of any of the requirements set forth in this Agreement shall submit a written request to [REDACTED] at least [REDACTED] days prior to requested date(s) of use.

Any applicant denied a license to use the meeting room and/or quiet study room or denied a waiver of any condition/ term of this Agreement, may appeal the decision to [REDACTED] within [REDACTED], stating in writing the reasons why the denial of the license or waiver was erroneous, unfair and/or improper. A decision will be rendered within [REDACTED] days following receipt of the written appeal.

NATURE OF LICENSE: All licenses to use the Library rooms are temporary, revocable and conditional. The Library reserves authority to revoke the license in its sole discretion at any time prior to expiration without penalty or liability, and to impose conditions upon the license in the public interest. The Library reserves the right to cancel any event/approved use based on viewpoint neutral administrative considerations.

INDEMNIFICATION AND HOLD HARMLESS: The approved applicant (hereinafter "Licensee") hereby agrees to protect, indemnify, save, defend and hold harmless the Lane Memorial Library and the Town of Hampton, including its officials, agents, employees, and volunteers ("Indemnified Parties") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to attorney's fees, which the Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, death of person, property damage and/or loss, and/or personal injury (libel, slander, etc.), arising out of the Licensee's acts or omissions in the use of the meeting room and/or quiet study room licensed to the Licensee, whether or not such injury, death, and/or

damage is caused in part by any action or failure to act, negligence, breach of contract, or other misconduct on the part of the Indemnified Parties.

INSURANCE: Without limiting its indemnification, the Licensee shall procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Lane Memorial Library and the Town of Hampton are named as additional insureds with coverage limits of not less than \$1,000,000 per occurrence. Licensee shall furnish the certificate of insurance and an endorsement no later than [REDACTED] days in advance of the event/use. If Licensee cannot provide such proof of insurance as described above, as an alternative, the Licensee may purchase a Special Events policy. The Licensee must request that the Lane Memorial Library and the Town of Hampton be named as additional insureds.

ASSIGNMENT: This Agreement is not assignable to any other person or entity.

RIGHT OF ENTRY AND TERMINATION: The Library, its officers, trustees, agents and employees shall have the right to enter the licensed property at all times during the event/use to confirm Licensee's conformance to this Agreement. If the Library determines, in its sole judgment, that it would like to terminate the License for any lawful reason it shall have the right to immediately terminate this Agreement at any time without penalty or liability and Licensee, its guests, attendees and vendors shall cease the event/use and exit the property in an orderly manner.

CONFORMANCE WITH LAW AND RULES: Licensee agrees that Licensee will abide by and conduct its affairs in accordance with this Agreement and all policies, laws, rules, regulations, and ordinances.

MODIFICATION/AMENDMENT/MERGER: This Agreement constitutes the entire merged Agreement between the parties. Any modification, amendment or supplementary provisions must be in the form of writing signed by the parties and which expressly modifies this Agreement.

SEVERABILITY: If a Court determines that any provision of this Agreement is unlawful or unenforceable, such provision shall be stricken and the remainder of the Agreement shall be enforceable. A Court may reasonably reform any stricken provision in order to effectuate the parties' intent.

CHOICE OF LAW/FORUM: This Agreement shall be construed under New Hampshire substantive law without regard to any rules governing choice of law. Any court action regarding this Agreement must be filed and litigated in the New Hampshire Superior Court in Rockingham County, New Hampshire.

ATTORNEY'S FEES AND COSTS: In regard to any legal proceedings regarding this Agreement, the Town shall be entitled to recover from Licensee the Town's reasonable attorney's fees and costs to the extent the Town is a prevailing party.

ADDITIONAL RULES AND CONDITIONS OF USE:

- The Library's property may not be used for the commission of any crime or act which is prohibited by federal, state, and/or local law.
- Licensee is responsible at all times for the observance of fire and safety requirements including but not limited to maintaining all aisles, doorways and exits free and clear of all obstructions to permit unimpeded emergency access. If applicable, Licensee must secure any additional permits from local or state governing bodies.
- The Library reserves the right to limit attendance in conjunction with an approved license/use as may be necessary to comply with occupancy limits for the room(s). Occupancy limits are as follows:

Wheaton J. Lane Room: 90 seated adults

Quiet Study Room: 10 seated adults

- Licensee may not imply in its advertising or during the event/use that the Library has sponsored or supports its event/use or group/organization.
- Neither the name nor the address of the Library may be used as the official address or headquarters of the Licensee.
- Licensee is required to have an on-site supervisor who is at least 18 years of age who will be present at all times during the event/use of the room(s).
- No amendment, alteration or addition shall be made to the Library's system components (electrical, lighting, network wiring, heating, doors, physical structure or layout) by any Licensee. Requests for such matters may be made to [REDACTED].
- Smoking and other use of tobacco products is prohibited on Library property.
- Alcohol is prohibited on Library property.
- If commercial activity (e.g. caterers/vendors/businesses selling/distributing food, beverages, merchandise, and/or services) will occur at/during the event, the caterer/vendor/business must be licensed (if applicable) and is required to submit proof of licensure and insurance, to include general liability, automobile liability, property and workers' compensation, which names the Lane Memorial Library and the Town of Hampton as additional insureds.
- Parking shall be in designated areas only. At no time may fire lanes and emergency exits and handicapped parking spaces and entrances/ramps be blocked by vehicles or objects.

Illegal parking may result in vehicles receiving tickets, warnings or towing at the vehicle owner's own expense.

- Licensee is responsible for the behavior of and damage caused by anyone attending the event/use of the room(s).
- Licensee is responsible for keeping noise levels consistent with the proper atmosphere of the Library at all times.
- Licensee is responsible for set-up and break-down for its event/use in the meeting room and is required to leave the space in a neat and orderly condition.
- Licensee must remove all trash from the Library immediately following the event/use and properly dispose of same.
- Licensee must provide written notice of any accident resulting in bodily injury or property damage occurring on Library property or in any way connected with the use of Library property within 24 hours of the accident. The notice must include details of the time, place, circumstances of the accident, and names, addresses and phone numbers of any persons involved and/or witnessing the accident. The notice should be submitted to:

- The Library and Town assume no responsibility for the safety of any private property brought onto the premises, nor for injury to/death of any persons attending the event/approved use. Any damage to Library property resulting from an event/approved use shall be the responsibility of the Licensee.

I, _____, on behalf of _____
(Name of group or organization)

(“Licensee”) understand that the use of Library property is a privilege and that should the Library approve this request to use the meeting room and/or quiet study room and issue a temporary license, the temporary license is contingent upon the Licensee’s agreement to and compliance with the Library’s policies, rules, requirements, processes, as well as the terms and conditions of this Agreement. Further, Licensee understands the use of the meeting room and/or quiet study room may be cancelled with no notice due to an emergency requiring use of the meeting room and/or quiet study room. In addition, Licensee understands the Library reserves the right to suspend usage and deny future use of the meeting room and/or quiet study room by Licensee if Licensee fails to comply with all Library policies, rules, requirements, processes, as well as the terms and conditions of this Agreement. The undersigned hereby acknowledges

Applicant Initials

Library Personnel

having read and understood the Lane Memorial Library Meeting Room Use/Temporary License Policy and agrees to abide by said policy. The undersigned hereby acknowledges having read and understood the foregoing and agrees to be bound by the terms and conditions of this Agreement.

By my signature below, I acknowledge that I am duly authorized to sign on behalf of Licensee.

Printed Name: _____
Signature: _____ Date: _____

Printed Name of Library Personnel: _____
Signature of Library Personnel: _____ Date: _____

If approved, the Application and Temporary Use/License Agreement will be signed by a representative of the Library and returned to the applicant. Any application that is denied will be returned to the applicant stating the reason for such denial.

FOR LIBRARY USE ONLY

Date application received: _____

- Cert. of Insurance and Endorsement received Waiver submitted
- Approved
- Conditional Approval contingent upon receipt of:
 - Certificate of insurance and endorsement
 - Vendor certificate of insurance
 - Proof of vendor licensure
 - Other: _____
- Denied
 - Reason for denial: _____

- Written notification of denial sent to applicant
 - Date notification sent: _____
- Signed agreement notifying applicant of approval
 - Date notification sent: _____

Signature of Authorized Official

Date