



KATONAH VILLAGE LIBRARY
GARDEN ROOM AND MEETING ROOM LICENSE AGREEMENT

AGREEMENT made this ____ day of _____, between Katonah Village Library (“KVL”), as Licensors and _____ as Licensee, for use of the space commonly referred to as the Garden Room and/or Meeting Room for the specific purpose described below, upon the terms and conditions hereinafter stated.

1. Use and Purpose. Licensee represents that the purpose of the rental and use of the Premises shall be for a event hosted by Licensee (the “Event”), as follows:

The purpose of the Event is _____
Expected number of guests: _____ (Not to exceed 100-110 guests, Garden Room and/or 50-60 guests, Meeting Room) Licensee shall comply with all applicable laws, regulations and ordinances and shall not use or permit the use of the Premises for any unauthorized or unlawful purpose.

2. Areas of Use. During the Term Licensee shall have exclusive use of the Garden Room, and/or Meeting Room, non-exclusive use of the adjoining entryways and hallways providing access from outside the building, The Serenity Garden (weather permitting) and the restrooms adjacent to the Children’s Library (collectively, the “Premises”). Licensee may also have non-exclusive use of the kitchen for an additional fee of \$25.00, as set forth below. Unless otherwise agreed to

in writing by KVL, in no event shall Licensee, its guests, agents, or service providers use or enter into any other areas of the building in which the Premises are located.

3. **Term.** The rental of the Premises shall be between the hours of _____ AM/PM and _____ AM/PM on _____ (the “Term”), inclusive of the time required by Licensee to prepare the Premises for the Event and for Licensee’s clean-up of the Premises after the Event. KVL shall have no obligation to provide Licensee access to the Premises for setup or other purposes outside of the Term. If the Licensee has prearranged with the Licensor (KVL) to utilize the Garden and/or Meeting Room after 8pm, a \$30 per hour charge is required.

4. **Security Deposit and Related Charges**

(a) The charge for use of the Premises during the Term (the “License Fee”) shall be \$_____, plus the amount of the Security Deposit described in subparagraph (b), below. A non-refundable deposit of \$50.00 to be credited against the License Fee, is payable upon execution of this Agreement. Rental dates will not be confirmed or held until the Room Application and Meeting Room License Agreement have been completed, signed (by both parties), and submitted with the \$50 non refundable reservation deposit.

(b) In addition to the License Fee, Licensee shall separately pay a security deposit in the amount of \$200.00 (the “Security Deposit”). The Security Deposit shall be paid with the balance of the License Fee not less than seven (7) days prior to the date of the Event. The Security Deposit will be refunded within seven (7) days after the Event, provided no damage or loss has occurred. If the event of any damage or loss, the repair or replacement expenses will be deducted from the Security Deposit, provided however that Licensee’s liability for repair or replacement expenses shall not be limited to the amount of the Security Deposit.

(c) In addition to the License Fee, Licensee pay an additional fee of \$50 for use of KVL’s Steinway Piano, \$25 for use of KVL’s digital projector, and \$100 per hour for use of KVL’s sound system. Licensee further agrees to pay an additional fee of \$100 for each hour or portion thereof that Licensee continues use of the Premises after the expiration of the Term as defined in

Paragraph 3, unless such hours are outside the following hours (Monday-Thursday from 10:00 AM to 8:00 PM, Friday and Saturday from 10:00 AM to 5:00 PM), in which case Licensee shall pay an additional fee of \$30 per hours. All such additional fee shall be payable upon the conclusion of the Event.

(d) Failure to pay the License Fee when due will result in termination of this Agreement by KVL, cancellation of the Event, and forfeiture of the non-refundable deposit.

(e) Cancellation of the Event by Licensee after payment of the non-refundable deposit will result in forfeiture of that deposit.

5. Inspection for Suitability. Prior to entering into this Agreement Licensee has inspected the Premises to Licensee's satisfaction and has determined the Premises' suitability for the Event. KVL makes no representations with respect to the suitability of the Premises for any particular event.

6. Licensee to Provide Security. Licensee shall be solely responsible for security during the Event and throughout the Term. KVL shall have no responsibility for security inside or outside the Premises at any time. KVL assumes no responsibility for lost or missing property of Licensee or Licensee's guests. Licensee's security obligations shall include ensuring that persons attending the Event stay within the areas described in Paragraph 2, above.

7. Use Policies. Attached to this Agreement and hereby incorporated by reference are the KVL Meeting Room Rental Policies (the "Policies"). Licensee acknowledges having read the Policies and agrees to follow and be bound by them in all respects. Licensee also acknowledges and understands that failure to comply with the Policies may result in forfeiture of the Security Deposit.

8. Use of Kitchen Facilities. Use of the kitchen to serve refreshments is subject to the prior approval of KVL and an additional fee of \$25.00. Guidelines and restrictions on the use of the

kitchen facilities are set forth in the Policies. Licensee acknowledges having read the Policies and agrees to follow and be bound by them in all respects.

9. Licensee's Responsibilities Concerning the Consumption of Alcohol. Alcoholic beverages may be served and consumed only with the prior approval of KVL, and only at events where the majority of persons present are adults. If alcohol is served, then Licensee, and not KVL, shall have the sole responsibility to comply with all applicable laws and regulations, and to 3 03.26.12Rev3 ensure that (i) only persons over the age of 21 are permitted to consume alcohol during the Event; (ii) alcohol shall be consumed only inside the Garden Room and/or Meeting Room; (iii) alcoholic beverages shall be limited to beer and wine provided by Licensee; and (iv) no person who is visibly intoxicated shall be permitted to consume alcohol. Licensee agrees to defend, indemnify and hold KVL harmless from and against any and all claims or liabilities arising directly or indirectly from the consumption of alcohol during the Event. Liquor liability insurance is required for all events at which alcohol is served. The following must be received by Katonah Village Library two weeks prior to the rental event: A Certificate of Liability Insurance with host liquor liability in an amount of no less than \$1,000,000, and with Katonah Village Library named as the "additionally insured;" and, a receipt from the insurance company confirming the premium has been paid on that liability policy. Some homeowner's or renter's insurance policies include host liquor liability, so you should contact your insurance agent to confirm whether you have existing coverage; if so, your agent can provide you with the "Certificate of Liability Insurance." Alternatively, you may purchase what's referred to as an "event insurance" policy to provide the required host liquor liability for your specific event.

10. Use of Tables and Chairs Owned by KVL. KVL has a limited supply of folding tables and chairs available for use in the Garden Room. Arrangements for the use of such tables and chairs must be made not later than seven (7) days prior to the Event. KVL makes no representations as to the quantity available, suitability of the tables and chairs for any event, and if used Licensee assumes all risk of use and liability for damage.

11. Audio and Video Equipment. This Agreement does not include the use of any audio or video equipment. Licensee is responsible for the provision and operation of such audio and video equipment as Licensee may require for the Event. However, as discussed above in section 4(c), Licensee may utilize certain KVL audio/visual equipment for an additional fee. Excessive noise is not permitted. Failure to control the noise level may result in early termination of the Event.

12. Required Certificates of Insurance. All individual Licensees are required to provide an insurance certificate from their homeowner's insurance carrier or other acceptable insurance carrier. All commercial Licensees are required to provide an insurance certificate from their liability carrier. All Licensees employing outside caterers are required to provide insurance certificates from their caterers' liability and worker's compensation carriers. All of the aforementioned certificates must name the Katonah Village Library as an additional insured and must be tendered with the balance of the License Fee due not less than seven (7) days before the Event date.

13. Indemnification. Licensee agrees to defend, indemnify and hold Katonah Village Library, its trustees, officers, agents, employees and representatives harmless from and against any and all actual or threatened losses, claims, demands, suits, proceedings, damages, liabilities, expenses, judgments, fines, settlements, and other amounts, including legal and other professional fees and disbursements, arising from or relating to Licensee's use of the Premises and any conduct by Licensee or any of Licensees' guests, invitees, servants, agents, or service providers, including but not limited to the service or consumption of alcoholic beverages during the Event.

14. Force Majeure. In the event the Premises or any part thereof is damaged or destroyed or rendered unusable by fire or any other cause, or if any casualty or unforeseen occurrence shall render KVL's performance of this Agreement impossible, then this Agreement shall terminate, and all sums paid by Licensee to KVL shall be refunded. The return of the License Fee and the Security Deposit shall be Licensee's sole and exclusive remedy for the termination of this Agreement, and Licensee hereby expressly waives any claims for damages or compensation arising from or relating to the termination of this Agreement under this paragraph.

15. **Miscellaneous.** Licensee's reservation of the Premises for the Event and for the Term stated above shall not be considered confirmed, and this Agreement shall not become effective, unless and until this Agreement is signed on behalf of KVL. This Agreement (a) may not be assigned, and the Premises may not be sublet by Licensee, without the prior written consent of KVL; (b) contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written understandings and agreements of the parties; (c) may not be modified except by a writing signed by or on behalf of both parties; and (d) shall be controlled by and construed in accordance with the laws of the State of New York. The headings contained in this Agreement are for reference purpose only and are not intended to modify the terms and conditions stated herein.

16. Licensee represents that it has read and fully understands the contents of this Agreement, and that it executes this Agreement freely, voluntarily, and without reservation.

LICENSOR: KATONAH VILLAGE LIBRARY

By: _____
(Signature)

LICENSEE: (NONPROFIT/CIVIC GROUP RENTER)

By: _____
(Signature)

Please return this completed **Meeting Room License Agreement** to the Katonah Village Library
Attention: Gloria O'Connell or scan and email to Glora at goconnell@katonahlibrary.org

This Agreement is to be executed in duplicate. Please retain one copy for your records and return one copy with your non-refundable (\$50) deposit to the Katonah Village Library.

Thank you.

The following Meeting Room Policies shall apply to all rentals of the Katonah Village Library (“KVL”) and shall be appended to, and made a part of, every agreement for the rental of KVL and adjoining areas (collectively, the “Premises”). KVL reserves the right to terminate any event that is in violation of these policies. PLEASE NOTE: COMPLIANCE WITH THESE POLICIES IS REQUIRED FOR REFUND OF THE SECURITY DEPOSIT. *The Library reserves the right to change meeting room use policies without notice.*

Meeting Rooms: General Use Restrictions and Policies

*The Premises shall be used only for the purpose set forth in the **Meeting Room License Agreement and Application for Meeting Room Rental.***

- 1.) Everyone using the meeting rooms must adhere to the **Library Patron Expectation Policy**.
- 2) The maximum capacity for the Garden Room is 110 persons. The maximum capacity for the (smaller) Meeting Room is 60 persons. Licensee shall ensure that such maximum capacity is not exceeded during the event.
- 3) Licensee is solely responsible for supervision, security, and the conduct of guests attending the Event. KVL assumes no responsibility for supervision or security.
- 4.) No smoking or vaping is permitted anywhere on the Premises.
- 5.) The use of candles, sterno, hot plates, sparklers, smoke or fog machines, fireworks or any incendiary device is prohibited.
- 6.) Decorations shall be limited to floors or tables. No nails, tacks, screws, hooks, picture hangers and scotch tape on any walls, columns, ceilings, floors, or other internal or external surfaces of the Premises or the building.
- 7.) There may be no alterations or addition to the electrical system or overloading of electrical circuitry.
- 8) Only service animals are permitted. No other pets or animals are permitted.
- 9.) All tables, chairs, audio/video equipment and other items brought onto the Premises by Licensee, and any and all other personal property of Licensee, Licensee’s guests, agents or service provided must be removed from the Library Premises at the conclusion of the Event. KVL assumes no responsibility for any property left on the Premises.

- 10.) The Meeting Room(s) may not be used for commercial purposes, solicitation of business, or fundraising
- 11.) Licensee's may not charge fees for entry, either during or in advance of the event.
- 12.) Licensee's may not ask attendees to provide contact information to later use for advertising/soliciting
- 13.) No political campaigns on behalf of, or in opposition to, any candidate for elected public office
- 14.) No religious services may be held
- 15.) No public announcements, flyers, promotional banners or other materials may be hung, displayed or disseminated implying that the library has endorsed a particular program (unless all parties have made a formal collaboration agreement in advance).
- 16.) Any event intended primarily for minors under the age of 18 must be properly supervised and chaperoned to ensure that no misuse of the Premises or other property occurs and that all children remain at all times in their designated space except to make use of the rest room facilities. NO ALCOHOLIC BEVERAGES WILL BE ALLOWED at any such event.
- 17.) Profane or abusive language, drunkenness, brawls, excessive noise, or conduct not acceptable at public gatherings will not be tolerated. KVL reserves the right to terminate any event by reason of unacceptable behavior by persons in attendance.

Use of Kitchen Facilities. If Licensee has obtained the prior approval of KVL for use of the kitchen:

- 1.) The kitchen may not be used for initial preparation of food but may be used for food warming, and for food and beverage storage and service staging. However, under no circumstances may Licensee use a sterno, hot plate, or similar device in the Premises or the building.
- 2.) Licensee may use the kitchen refrigerator, stove, oven and sink. Coffee makers may be used provided prior arrangements are made. KVL makes no representations concerning the suitability of any kitchen fixtures or appliances for any use by Licensee.

- 3.) Licensee shall ensure that all persons using any kitchen fixtures or appliances shall exercise reasonable due care.
- 4.) Licensee may not use any glassware, cookware, tableware, cutlery, serving dishes, serving or cooking utensils, linens, or disposable paper or plastic products stored in the kitchen. The contents of the cupboards in the kitchen are off-limits. All of these items are for the exclusive use of KVL and are not included in the rental of the Premises. Licensee understands and acknowledges that all items that may be needed for the Event for the service and consumption of food and beverages shall be provided by Licensee and that KVL has no responsibility for providing same.

Clean Up

- 1.) Licensee shall clean the Premises at the conclusion of the Event and leave the Premises in the same condition as found. Licensee will be responsible for any damage incurred in the Premises or other property during use thereof under the Agreement.
- 2.) All trash is to be placed in appropriate receptacles.
- 3.) All leftover food and drink must be removed from the Premises at the conclusion of the Event.
- 4.) If Licensee uses the kitchen area, then Licensee assumes the obligation to (a) remove all boxes, food and trash from the kitchen at the end of the Term; (b) clean all counters and appliances if used, and sweep the kitchen area floor clean; (c) turn off all appliances other than the refrigerator; and (d) remove all dishware, glassware, silverware, linens, and other items brought into the kitchen area by Licensee, its agents or service providers. The performance of these tasks is required for refund of the security deposit. If any of the above tasks are not fully performed, your security deposit may not be refunded