

Building Use Agreement

This agreement by and between Berlin Free Town Library (“Owner”)

And _____ (“User”)

will take effect on the _____ day of _____, _____ and will continue for a period of _____.

WHEREAS, Owner owns premises located at 47 South Main Street, Berlin, NY, 12022, and Whereas, user desires to use _____ of the Berlin Free Town Library for the purpose of

_____, and WHEREAS, Owner has agreed to allow User to use

the facilities provided that the following terms and conditions are met.

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES;

In consideration for the benefit of using Owner’s facilities, User agrees to abide by all the terms and conditions of used described in this agreement:

___ Organizational Users. User promises and warrants that it carries liability insurance with a minimum liability occurrence of \$30,000. The user will provide a certificate of insurance to the Owner at least 7 days prior to the date upon which the User is to use the described premises. The certificate of insurance will indicate that the User has made Owner an “additional insured” on User’s Policy with respect to the User of the premise stated within this agreement.

___ Individual Users. User promises and warrants that User will obtain, review and sign a copy of both BFTL’s Meeting Room Use Policy and Patron Code of Conduct Policy. All participants using the premises must be made aware of the library’s policy guidelines and the User’s signed copy of each corresponding policy.

The following apply to both organizational and individual Users:

1. A \$50.00 deposit for the use of the premises and the deposit will be returned to the User once it has been determined that the premise has been returned to the pre-use condition including the entrances and exits. Thus User agrees to conduct a visual inspection of the premises prior to use.
2. All of the rules and regulations set forth in BFTL's Policies of Library Meeting Room Usage and Patron Code of Conduct will be abided by during the use of the building by the User and of the attendees.
3. It is the sole responsibility of the user to implement appropriate screening and supervise any children, young adults and dependent individuals while attending the function stated in this agreement.
4. User agrees to hold harmless, indemnify and defend Owner (including the Library Director, employees and Board of Trustees) from any and all liability for injury or damage including but not limited to, illness, exposure to infectious/communicable disease, bodily injury, personal injury, emotional injury or property damage which may result from any person using the premises of Berlin Free Town Library, its entrances and exits and surrounding areas, for User's purposes, regardless of whether such injury or damage results from the negligence of the Owner (including the Library Director, employees and Board of Trustees) or otherwise.
5. This agreement may be cancelled unilaterally by either party within 14 days by written notice or email (director@bftl.org) to other party.
6. User agrees that it will not assign any of its rights under this agreement and any such assignment will void this agreement at the sole operation of the Owner.
7. Owner and User agree that any dispute arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If Owner and User cannot mutually agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the Arbitration Association of final resolution.
8. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

Signature of User:

Printed name of User:

Signature of Owner (Title)

Dated this _____ day of _____, _____

Address of User:

Phone number:

Email:
