



Portland Public Library  
 Five Monument Square  
 Portland, Maine 04101  
 207-871-1700 ext. 721

## Facilities Use Agreement

Group
Group: _____
Event Name: _____
Contact: _____
Phone: _____
Fax: _____
Email: _____
Address: _____ _____
Caterer Contact: _____
Caterer Phone: _____

Dates, Timing and Setup
Meeting date: _____
<input type="checkbox"/> Mon <input type="checkbox"/> Tues <input type="checkbox"/> Wed <input type="checkbox"/> Thurs <input type="checkbox"/> Fri <input type="checkbox"/> Sat
Set up: _____ <input type="checkbox"/> AM <input type="checkbox"/> PM
Start time: _____ <input type="checkbox"/> AM <input type="checkbox"/> PM
End time: _____ <input type="checkbox"/> AM <input type="checkbox"/> PM
Clean up: _____ <input type="checkbox"/> AM <input type="checkbox"/> PM
Special Needs: (describe) _____ _____

Group Type	Room Reserved
<input type="checkbox"/> Partner	<input type="checkbox"/> Rines Auditorium
<input type="checkbox"/> Non-Profit	<input type="checkbox"/> Meeting Room 5
<input type="checkbox"/> For-Profit	<input type="checkbox"/> Meeting Room 4
<input type="checkbox"/> Business Donor	<input type="checkbox"/> Meeting Room 3
<input type="checkbox"/> Government	<input type="checkbox"/> Meeting Room 2
	<input type="checkbox"/> Meeting Room 1
	<input type="checkbox"/> Lewis Gallery
	<input type="checkbox"/> Atrium
	<input type="checkbox"/> Full Facility

Room Configuration and Attendance
<input type="checkbox"/> Lecture <input type="checkbox"/> Classroom
<input type="checkbox"/> Conference <input type="checkbox"/> Banquet (not available at all times)
<input type="checkbox"/> Other: (describe) _____ _____

Audio/Visual Equipment Reserved
<input type="checkbox"/> Microphone (lapel or tabletop) \$ incl
<input type="checkbox"/> DVD Player/TV Unit \$10.00
<input type="checkbox"/> VHS Player \$10.00
<input type="checkbox"/> LCD Projector (Rines Only) \$ incl
<input type="checkbox"/> Portable Sound System (Lewis/Atrium) \$25.00
<input type="checkbox"/> Phone Line (must use own 800 conference number) \$ incl
<input type="checkbox"/> Freestanding Podium \$ incl

Charges and Payments	
Room Charge	\$ _____
A/V Equipment Charge	\$ _____
Other Services	\$ _____
Total Charges	\$ _____
Deposit Amount	\$ _____
Balance Amount Due	\$ _____
Visa or MC #: _____	
Expiration Date: _____ Security Code: _____	
Name on Card: _____	
Billing Address: _____ _____	



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**Rates:** Rates are based upon three factors – the type of group requesting meeting space, the hours the space is reserved for, and which meeting space is being reserved. The full hourly rate is charged for portions of hours that the room is used.

**Type:** Partner, Non-Profit, For-Profit, Business Donor, or Government Agency (Note: Non-Profits running an event for profit (i.e. University classes) will be charged the For-Profit rate). *Note: No private parties (i.e. wedding receptions, birthday parties, etc.) will be allowed*

**Hours:** Meeting rooms available hourly during library open hours; Rines Auditorium and Lewis Gallery are available minimum of 4 hour time blocks. After-hours access upon request.

**Space:** Rines Auditorium, Meeting Rooms, Lewis Gallery, Atrium or Full Facility.

	Rines Auditorium (4 Hour Min)	Rines Auditorium Full Day	MR 5	MR 1-4	Lewis Gal.	Atrium
<b>Non-Profit</b>	\$200 for 4 hours	\$400 for 8 hours plus \$50 for each additional hour	\$35/Hour	\$25/Hour	Call for rate	Call for rate
<b>For-Profit</b>	\$300 for 4 hours	\$600 for 8 hours plus \$75 for each additional hour	\$55/Hour	\$40/Hour	Call for rate	Call for rate
<b>After-Hours surcharge</b>	\$25 per hour per room					

*Note: Partners & Govt. groups require a \$25/room maintenance surcharge for every event as well as a \$25/hr. security surcharge for after hours events. A/V set up for LCD Projector requires an additional \$50 set-up fee (plus \$25/hr. if Portland Public Library staff needs to stay for the event to assist). (Rates effective May 25, 2011 through June 30, 2011)*

**Agreement:** A non-refundable deposit is due upon signing of this agreement in order to secure Group’s reservation. The deposit must be made with a Visa or MasterCard credit card, or a check (subject to approval) and final payment guaranteed by such credit card. Final payment is due on the date of the event and will be charged to the credit card used for the deposit unless other acceptable arrangements are made prior to the event. By signature below, the Group Representative authorizes that the deposit, final payment for room, equipment or service rental fees, security or maintenance fees, and any cancellation fees be charged to the credit card provided above. The parties agree to the terms above and below on this form. The persons signing this agreement on behalf of PPL warrant that they are authorized to make this agreement.

**Group Name:** \_\_\_\_\_ **PPL Contact:** \_\_\_\_\_  
**Group Contact:** \_\_\_\_\_ **PPL Signature:** \_\_\_\_\_  
**Group Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Upon signing this agreement and receipt of required deposit, Portland Public Library (hereinafter “PPL”) agrees to provide Group with the following facilities and equipment, subject to the following terms and conditions:**

**Attendees:** Room assignment is based on the expected number of attendees and set-up specified in the room reservation request. Group understands that the room reserved has a capacity limit and warrants that the numbers of attendees will not exceed the capacity limit. PPL reserves the right to change rooms based on attendance levels lower than contracted.

**Cancellation:** When Group signs this contract and pays the required deposit, the room reserved is removed from PPL’s available inventory and considered rented to Group. PPL makes financial plans based on the revenue it expects to achieve from Group’s full performance under this contract, and turns away other groups who want to rent PPL’s facilities. It is impossible for PPL to know in advance whether, under what circumstances, or at what rates it would be able to re-rent the reserved room(s) if Group does not use it because of cancellation of the event.

Often, when a group does not use the facility as agreed, the space cannot be re-rented. Additionally, PPL staff time is involved in set-up for each use. For these reasons and others, Group agrees that in the event of cancellation, the following charges, which represent a reasonable effort by PPL to establish its loss prospectively, shall be due:

0–2 days prior to event: 100% of room rental  
 3-5 days prior to event: 50% of room rental.  
*(Cancellation fees will be due and payable immediately upon cancellation, and will be charged to the same credit card used for Group’s deposit.)*

**Meeting Publicity:** Group is responsible for its own publicity which should indicate that the event is not Library sponsored. Group is prohibited from making statements in their advertising or meeting announcements that suggests library sponsorship or endorsement.



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**Set-up and Audio/Visual Equipment:** Changes to set-up and requests for equipment must be made no later than 48 hours in advance of the event. If Group will be using PPL's A/V equipment, PPL staff will meet with the Group designee (who must be 18 years of age or older) prior to the event in order to demonstrate how to operate the equipment. PPL staff will only be available during the event if pre-arranged with PPL, and for additional fee, except in the case of an emergency.

Group is responsible for providing its own laptops, connection equipment and conference phone service. Group may bring its own A/V equipment, but no technical assistance will be available or provided by PPL for the set up or use of such equipment. Group is solely responsible for ensuring that all such outside A/V equipment is compatible with and can be used in the facilities provide by PPL. If Group needs A/V services beyond those provided by PPL, Group must use one of the following preferred contractors, except with prior approval from PPL:

Headlight Audio Visual: Contact Sam at 207-775-1671

AV Technik: Contact Susan at 207.510.6644

**Food/Beverage:** PPL does not provide food, beverage, or catering services. If Group needs catering services, a representative from that service must meet with representative from PPL prior to catering event to review food policy. Group may serve alcohol (limited to beer, wine or champagne) at approved closed, private functions only. *(Identified Caterer or Group must carry, maintain and provide proof of general liability insurance coverage with limits of no less than \$1 million per occurrence, naming PPL as additional insured, prior to event.)* A list of caterers is available upon request.

**Force Majeure:** In the event of a strike, act of God, terrorist attack, government regulation, natural disaster, or a civil disturbance prevents PPL or Group from performing under this contract, this contract may be terminated by the affected party by giving actual notice to the other party within five days of the force majeure event.

**Damage/Insurance:** Conference Rooms must be left in a neat and orderly condition after use. A clean-up fee will be charged for rooms left in a disorderly condition. Nothing should be attached to walls without prior approval from PPL. Group will be responsible for any and all damage, breakage, loss or destruction caused to PPL's facility, A/V equipment and other property, and for any personal injury at PPL's facility caused by Group, Group's members, employees, agents, contractors, suppliers, or guests, and shall reimburse PPL upon demand for any such damages. PPL reserves the right to require Group to carry, maintain and provide proof of general liability insurance coverage with limits of no less than \$1 million per occurrence, naming PPL as additional insured, prior to event.

**Indemnification:** Group agrees to indemnify, defend and hold PPL harmless, as well as its officers, board members, employees and agents, from any liability, loss, damage, cost or expense (including attorney fees and other costs and expense of litigation through and

including trial appeals) arising from actual or threatened claims or cause of action resulting from the negligent, reckless or intentional acts or omission of Group or its respective officers, directors, employees, agents, contractors, members or participants, provided that with respect to officers, directors, employees, and agents, such individuals are acting within the cope of their employment or agency in rendering services pursuant to this contract.

**Accessibility:** PPL warrants to Group that PPL's facility complies with all applicable regulations and guidelines of the Americans with Disabilities Act. PPL has made every effort to make its premises accessible by removal of barriers wherever reasonable and has provided alternative services wherever barriers cannot be reasonably removed. Group shall be responsible for compliance with the ADA in connection with activities that are controlled by Group, including but not limited to the provision of auxiliary aids for communication and any other accommodation necessary to enable participation in the Group activity by all attendees.

**Outside Vendors:** The use of any and all outside contractors, other than those preferred contractors (and caterers where applicable) specified above, shall be subject to prior approval of PPL.

**Anti-Discrimination Policy:** Group warrants that it does not discriminate on the basis of race, color, creed, national origin, sex, sexual orientation or any other invidious discrimination. PPL reserves the right to refuse to rent its facilities to groups that do not comply with its anti-discrimination policy.

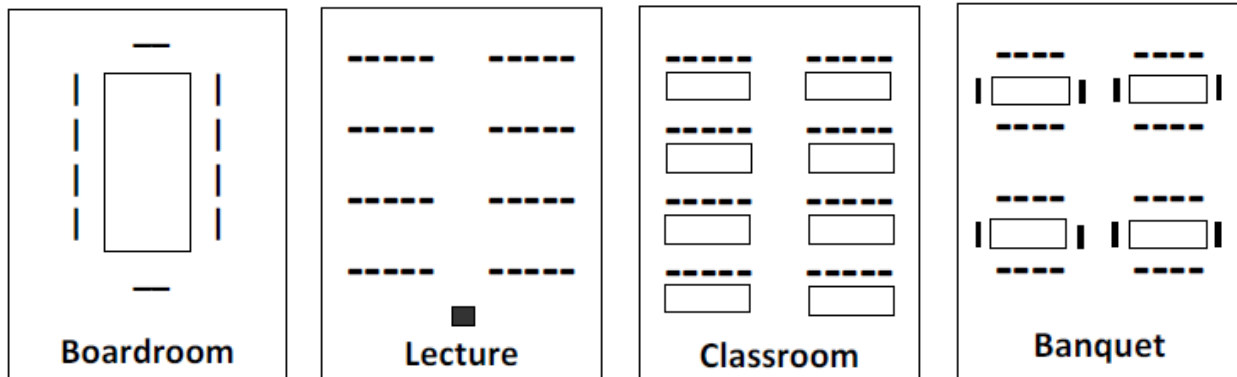
**Noise:** Group will confine congregating prior to meetings and during breaks to the lobby/lounge areas adjacent to the reserved meeting room(s). Group will ensure that noise is kept to a minimum to avoid disturbing PPL personnel working in adjacent areas, or others renting Conference Rooms.

**Other rules/policies:** Group agrees to pay for room, equipment rental and for any other services or supplies provided in accordance with PPL's current fee schedule. Group agrees to comply with all other rules, regulations and policies governing PPL facilities, and with state and local laws and regulations applicable to Group's event.

**Miscellaneous:** This contract is the entire agreement between the parties, superseding all prior proposals, negotiations, representations, commitments and other communications between the parties and their agents, and may only be supplemented or changed in writing, signed by authorized representative of Group or PPL. Group may not assign any benefits arising under or associated in any way with this contract without prior written consent of PPL. In the event of litigation arising from or associated with this contract, the parties agree that the prevailing party therein shall recover all of its attorney's fees and all litigations expenses charges and costs incurred therein, including those incurred on appeal. Any legal action in connections with this agreement shall be brought or maintained in the Cumberland County Circuit for the state of Maine, and Maine law shall apply.

## Facilities Layout Options

Choose from any one of these possible layouts depending on which space you reserve:



**Note:** Groups may rent tables from event vendors if they require large or small rounds or other type of table not available to us. The delivery and pick-up of tables must be coordinated with our facilities manager prior to the date of the event. The Library is not responsible for set-up or take-down of equipment rented from offsite vendors or caterers.

**Please Note:** These capacities are the maximum allowed in the spaces.

Name of Room	SRO	Lecture	Class-room	Board Room	Banquet
Rines Auditorium	200	165	60**	50	60 - 80
Meeting Room 5	40	30	20	20	-
Meeting Room 4	30	20	15	16	-
Meeting Room 3	30	24	18	16	-
Meeting Room 2	20	10	10	10	-
Meeting Room 1	20	10	10	10	-
Atrium	80	40	-	-	40
Lewis Gallery	70	60	-	-	-
Full Facility	500	300	100	100	100

\*\* Note: This is dependent upon availability of tables from other rooms. Classroom set-up is not always available.