

**Meeting Room Application and Waiver**

Date of Application:  Non-profit  Other

Name of Organization/Group User): \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Preferred Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Estimated number of Attendees: \_\_\_\_\_

Number of Tables \_\_\_\_\_ Number of Chairs \_\_\_\_\_

Requested Technology:  Smart TV w/ Google Chromecast  Podium  Microphone

Other: \_\_\_\_\_

Equipment to be brought in by organization/group: \_\_\_\_\_

Permission to Serve Refreshments (no alcoholic beverages may be served)

Type/Purpose of Meeting/Program:

\_\_\_\_\_

Do you plan to distribute literature?  Yes  No If yes, enclose sample.

Do you plan to advertise?  Yes  No If yes, please enclose sample.

I am the authorized representative of the above-named organization (the "Organization"). In that capacity, I provide the following representations and warranties on behalf of the Organization: The Organization hereby agrees to abide by the attached Parkland Community Library Meeting Room Use Policy that is incorporated by reference in this Meeting Room Application and Waiver. The Organization accepts all responsibility for conducting its activities and engaging in behavior in a manner that is respectful to Parkland Community Library and its employees, volunteers, patrons and guests. The Organization understands that the Parkland Community Library and its employees and volunteers will not be responsible for any liability associated with the Organization's meeting or event. The Organization acknowledges that the Organization assumes liability for the cost of repairs for damage occurring to the library property or grounds associated with activities and/or attendees of the Organization's meeting or event during the designated period for the meeting or event. The Organization hereby expressly waives and releases any and all claims, now known or hereafter known, against the Parkland Community Library, and its officers, directors, manager(s), employees, agents, affiliates, members, successors, and assigns (collectively "Releasees"), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties,

finances, costs, or expenses of whatever kind, including reasonable attorney fees, fees, the costs of enforcing any right to indemnification under this Policy, and the cost of pursuing any insurance providers, (the "Claims") arising out of or resulting from any claim of a third-party related to Organization's use of the meeting room. The Organization covenants not to make or bring any such claim against the Parkland Community Library or any other Releasee and discharges the Parkland Community Library and all other Releasees from liability for such Claims.

**BY SIGNING BELOW, I ACKNOWLEDGE, ON BEHALF OF THE ORGANIZATION, THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS MEETING ROOM APPLICATION AND WAIVER, INCLUDING THE TERMS OF THE MEETING ROOM USE POLICY INCORPORATED BY REFERENCE, AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE PARKLAND COMMUNITY LIBRARY AND THE RELEASEES. I FURTHER ACKNOWLEDGE THAT I AM AUTHORIZED TO SIGN ON BEHALF OF THE ORGANIZATION.**

By: \_\_\_\_\_ Signature of Organization Representative

By: \_\_\_\_\_ Signature of Parkland Community Library Staff

\$20 rental fee  Received  Not Received

Certificate of Insurance  Received  Not Received

Application Approved

Application Disapproved

Reason for disapproval: \_\_\_\_\_

In its sole discretion, Parkland Community Library may require the Organization to present proof of insurance as follows: Organization shall procure and maintain for the duration of the rental period a commercial general liability policy, with coverage at least as broad as Insurance Services Office Form CG 00 01, affording coverage on an "occurrence" basis, including products, and completed operations and personal and advertising injury coverage, and the limit of coverage shall be no less than \$1,000,000 per occurrence. The general liability policy is to be endorsed to include the following provisions:

- a) The "Parkland Community Library, its officers, employees, and volunteers" and are to be covered as additional insureds with respect to liability arising out of the rental of the facility using the ISO #CG2026, "Additional Insured – Designated Person or Organization" endorsement, or equivalent proprietary blanket additional insured form.
- b) The "South Whitehall Township, its elected and appointed officials and employees" are to be covered as additional insureds with respect to liability arising out of the rental of the facility using the ISO #CG2026, "Additional Insured – Designated Person or Organization" endorsement. A proprietary blanket additional insured endorsement cannot be used for the Township.
- c) This additional insured coverage shall be afforded to "Parkland Community Library, its officers, employees, and volunteers" on a primary and noncontributory basis using ISO #CG2001 "Primary and Noncontributory" endorsement or equivalent proprietary blanket additional insured endorsement form.

**Other Insurance Conditions.**

It is the understanding of the parties that for claims arising out of this Meeting Room Application and Waiver and the Organization’s use of the meeting room, the Organization’s insurance coverage shall be primary and noncontributory with respect to the Parkland Community Library and any insurance maintained by the Parkland Community Library shall be secondary to that of the Organization’s insurance.

Organization shall provide a certificate of insurance with the above referenced additional insured endorsements along with the completed application and proof of payment of the premium.

I have read and understand the Parkland Community Library Meeting Room Application and Waiver, as well as the Meeting Room Use Policy and agree to comply with these requirements.

By:

Title: \_\_\_\_\_

Approved 1.25.2024