



License Agreement

This License Agreement is by and between the Library of Congress (hereinafter "the Library") and **Name of Sponsor** (hereinafter "the Sponsor"), a **501(c)(3) nonprofit or corporation** whose main office address is: **Address**.

- 1) **Licensed Event.** The Library hereby authorizes the Sponsor to hold a special event (hereinafter "Event") on Library of Congress premises on Capitol Hill as described below and further described in the Sponsor's proposal letter. In the event of a conflict between this License Agreement and the proposal letter, this agreement governs. The Sponsor shall comply with all terms in this agreement and with Library regulations regarding special events and meetings. The Sponsor and its vendors shall secure all permits and licenses which may be required by the District of Columbia and shall conform to the applicable requirements of federal, local and industrial codes, standards and regulations governing the Event.

Event Name: _____
Location: _____
Date: _____
Time: _____
EID Number: _____
Library Co-Host (if any): _____

- 2) **Unauthorized Events.** The Library's facilities may not be used for the following:
 - a) Events of a primarily personal, political or fund-raising nature;
 - b) Events where the Sponsor is planning to charge admission fees, make collections or seek contributions on-site, give door prizes, have auctions or raffles, or sell articles;

- c) Events sponsored by organizations practicing discrimination based on race, color, creed, sex, age, national origin, sexual orientation, or condition of physical ability;
 - d) Events where the Sponsor intends to use the Library facilities for advertising or promoting any product or service for profit;
 - e) Events where the Sponsor intends to conduct religious or lobbying activities, hearings, press conferences, or regularly scheduled meetings; and/or
 - f) Personal celebrations conducted by outside groups or others not on official business.
- 3) **Event Costs.** The Sponsor is responsible for the following costs:
- a) **Direct Costs.** The Direct Costs include event-specific items to be supplied by the Library, such as cleaning, police/security, and staff overtime. Sponsors using the Jefferson Building exhibit spaces must pay additional security costs to monitor the spaces.
 - b) **Indirect Fee.** The Indirect Fee is a percentage of the estimated Direct Costs representing the cost of Library-provided overhead services for each dollar spent on special events administration for enabling infrastructure support of safety, health, facilities, logistics, security, information technology, financial, human resources, development, and executive management services.
 - c) **Administrative Fee.** The Administrative Fee covers the costs of operating under the statutory revolving fund authority applicable to the Library's Special Events Office.
 - d) **Optional: Docents.** Library docents may be available to interpret the art, architecture, history and operations of the Library for Event guests. If a volunteer docent is unavailable, Library staff may be available to serve as docents, in which case overtime pay will be charged to the Sponsor.
 - e) **Other Costs.** The Sponsor shall arrange and pay for all other costs for goods and services incident to the Event, including, without limitation, payment to vendors for catering, entertainment, audiovisual equipment, furniture, et al.

4) **Payment.**

- a) **Payment Method.** The Sponsor shall remit all payments online or via electronic funds transfer in accordance with the Event Invoice. Payment by check may be arranged in special circumstances.
- b) **Advance Payments.**
 - i) The Sponsor shall remit payment of the Administrative Fee of **\$0** to the Library within 15 business days after receiving the event invoice. In addition, the Sponsor shall submit a signed copy of this agreement by the same date or by **Month Date, Year**. If the Library does not receive payment and the signed agreement by this date, the Library may release the courtesy hold on the space and cancel the Event.
 - ii) The Sponsor shall remit the Direct Costs and the Indirect Fee, currently estimated to be **\$0**, no later than 30 days before the event date or by **Month Date, Year**. If the Library does not receive payment by this date, the Library may cancel the Event; retain 100% of the Administrative Fee; and invoice the sponsor for any Direct Costs and Indirect Fee incurred. (Note: *A revised invoice will be sent to the Sponsor if there are changes in the scope of the Event that significantly increase the estimated Direct Costs*).
- c) **Final Accounting.** The Library shall provide a final accounting to the Sponsor within three months following the Event reflecting actual costs incurred. As appropriate, the Library shall refund unexpended Direct Costs or the Sponsor shall pay additional Direct Costs incurred. The Indirect Fee will not be adjusted upwards or downwards.
- d) **Optional Donation.** The Sponsor may authorize the Library to retain any balance of funds remaining after the final accounting as a donation. The Library will provide more information about such donations on the final accounting statement. (See 2 U.S.C. § 160 and 26 U.S.C. § 170(c)(1) regarding donations to the Library of Congress.)

5) **Cancellations.**

- a) **Force Majeure.** Performance by either party under this Agreement is excused during the period such performance is prevented or delayed by government restrictions (whether with or without valid jurisdiction), war or warlike activity, insurrection or civil disorder, epidemics, pandemics, or natural disasters, or any other causes similar or dissimilar to the foregoing that are beyond the control of either party and are not foreseeable at the time the agreement is executed. In the event that a force majeure event prevents the Event from taking place as planned, either party may choose

to terminate the Agreement, providing notice of termination to the other party as soon as practicable. In the event of a cancellation, the Sponsor will be responsible only for the Direct Costs incurred prior to cancellation and a pro-rated portion of the Indirect Fee. The Library will refund all other costs already paid to the Library. The parties may mutually agree in writing to postpone rather than cancel the Event.

- b) **Inclement Weather.** If the Library is required to close its buildings on the day of the Event because of severe weather conditions, the Event will be cancelled and the Sponsor will be responsible only for the Direct Costs and a pro-rated portion of the Indirect Fee incurred prior to closing. The Library will refund all other costs already paid to the Library. The parties may mutually agree in writing to postpone rather than cancel the Event.
- c) **Cancellation for the Convenience of the U.S. Government.** The Sponsor's reservation may be cancelled at the discretion of the Librarian of Congress for the convenience of the U.S. Government, such as, for example, when a subsequent request for the same date is received from the Congressional leadership or the White House, or when the Library is subject to staffing or budgetary constraints including those resulting from a government shutdown or mandatory furlough. In these extremely rare cases, the Library will give the Sponsor notice as soon as possible after the decision to cancel is made, and the Library will refund all costs already paid to the Library, or a suitable alternative space or date will be offered.
- d) **Cancellation by the Sponsor – Non Force Majeure.** If, for any reason other than a force majeure event, the Sponsor cancels the Event more than thirty days before the date of the Event, the Library will refund 75% of the Administrative Fee, all non-incurred Direct Costs, and a pro-rated portion of the Indirect Fee. If the Sponsor cancels 30 days or less before the date of the Event, the Library will retain 100% of the Administrative Fee and will refund all non-incurred Direct Costs and a pro-rated portion of the Indirect Fee.

6) **Library of Congress Participation in the Event.**

- a) **The Librarian of Congress.** The Librarian or the Librarian's representative will have the option to deliver welcoming remarks during the event.
- b) **Invitations.** The Librarian may request up to six invitations for the Event and the Sponsor shall provide requested invitations in a timely manner.
- c) **Congressional Accommodation.** The Sponsor shall accommodate Members of Congress regardless of when they arrive in the sequence of the program or event.

- d) **Seating Arrangements.** The Sponsor shall provide seating arrangements for the Librarian and other invited Library staff in advance of the Event. The Librarian or designee will be seated at the head table. Whenever a Member of Congress attends an event at which there is assigned seating, the Library may seat a Library staff member at the table with the Member or in the same block of seats as the Member.
 - e) **Guest List.** Upon request, the Sponsor shall provide the Librarian with the guest list, including titles and organization affiliations, for the Librarian's review and approval.
- 7) **Use of Library's Names, Seal and Logos; Printed & Digital Materials.** The Library of Congress may be listed on printed and digital materials as the site or venue for the event only. All other use of the Library of Congress names, seal or logos without the Library's prior written approval is prohibited. The Sponsor shall submit Event-related materials (including, without limitation, the invitation, program, and signage) in draft to the Library Events Office for review and approval prior to printing or posting.
- 8) **Vendors.**
- a) **General Requirements.** The Sponsor shall submit a list of caterers and other vendors, along with their contact information, and facilities management plans, to the Library Events Office for prior review and approval. The Sponsor shall submit this information to the Library no later than 30 days prior to the Event. The Sponsor and the Sponsor's vendors, suppliers and other agents shall abide by the Event Vendor Requirements specified in **Attachment A**, which is attached hereto and incorporated herein by reference.
 - b) **Catering.** The Sponsor shall arrange for any catering that may be required. The Sponsor may select any professional, full-service caterer. Upon request, the Library will supply a list of caterers who work in the Library with some frequency. The Sponsor shall ensure that any caterer selected is aware of service responsibilities under this Agreement and agrees to coordinate with the Library Events Office.
 - c) **Entertainment.** The Library reserves the right to determine whether dancing or other entertainment is appropriate to the institution and the space. The Sponsor shall seek advance permission from the Library for dancing or other entertainment at the Event. Such requests will be reviewed by the Library Events Office, in consultation with the Library's events committee, and the Library will notify the Sponsor of the Library's decision in a timely manner. Amplified entertainment may not begin in the Jefferson Building before 8:30pm Monday through Thursday when the Main Reading Room is open.

- d) **Audio-Visual Equipment.** If audio-visual equipment is required, the Sponsor shall submit all arrangements and technical requests to the Library Events Office in advance, for approval and coordination. Equipment provided by outside companies may only be delivered, stored, and removed under the guidance of and at the times directed by the Library Events Office.
- e) **Photography and Filming.** The Sponsor shall seek advance permission from the Library for any photography or filming for the Event (including photography or filming to be performed by subcontractors). The Sponsor shall submit all arrangements and technical requests to the Library Events Office for approval and coordination. The Sponsor may not use event photographs to promote commercial enterprises or commodities. The Sponsor shall bring this prohibition to the attention of all caterers and other subcontractors or agents.
- f) **Oversight.** A Library Events Office staff member will be onsite to monitor adherence to the terms of Attachment A and to act as the liaison between vendors and Library staff; *provided, however*, that a staff member's presence will not absolve the Sponsor of responsibility for any breach of this agreement inclusive of Attachment A. The Library may order such changes in the conduct of the Event as may be necessary, including, without limitation, shutting down the Event during the Event, to ensure compliance with safety, aesthetic standards, or other needs, and to minimize damage to the buildings and grounds.

9) **Liability and Indemnification.**

- a) **Indemnification.** The Sponsor shall indemnify the Library (and the Library's licensees and assigns) against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of: (i) any facility, material, or thing furnished by the Sponsor in connection with the Event, (ii) any acts done or words spoken by persons furnished by the Sponsor in connection with the Event (including, without limitation, the Sponsor's vendors), (iii) the Sponsor's use of the Library of Congress space, and/or (iv) the Sponsor's failure to comply with any of its obligations contained in this agreement. The Library shall provide the Sponsor with prompt notice of any such claims of which the Library is aware, and the parties shall cooperate in the defense and resolution of such claims.
- b) **Insurance.** At least 30 days prior to the Event, the Sponsor shall ensure that their vendors provide the Library Events Office with a Certificate of Insurance for the following minimum amounts.
 - i) Commercial General Liability – \$1,000,000 per occurrence, and including coverage for products liability and contractual liability.

- ii) Liquor Liability coverage – \$1,000,000.
 - iii) Automobile Liability coverage – \$1,000,000 per accident for bodily injury and property damage.
 - iv) Workers Compensation – statutory limits.
- c) **Facility Damage.** Where damage results from improper use of Library facilities, the Sponsor shall (1) replace damaged property in kind, (2) have the damaged property repaired to the satisfaction of the Library of Congress with payment going directly to the vendor making the repairs, or (3) pay the actual costs of damages resulting from such use. The Library has the right to determine whether the Sponsor will replace the property, repair the property, or pay actual costs.
- d) **Liability of the Library.** The liability of the Library and its obligations to the Sponsor resulting from any breach by the Library of any of the provisions hereof, or any claim or suit made or brought against any of the said parties, based directly or indirectly upon any act, failure to act, or negligence on the part of any agent or employee of the Library occurring in connection with any activity which is the subject of this agreement, are to be determined under the Federal Tort Claims Act, the Tucker Act or any other applicable Act of Congress; except that the Library expressly disclaims responsibility to the Sponsor and its vendors, suppliers and agents for any missing or damaged items or for the security or safety of stored goods.
- 10) **Americans with Disabilities Act (ADA).** The event location is ADA-compliant. The Sponsor is responsible for providing any necessary accommodations on the basis of disability. The Sponsor may consult with the Library regarding ADA accommodations by contacting (202) 707-6024 or ada@loc.gov at least five business days in advance of the Event.
- 11) **Special Security Requirements.** The Sponsor shall notify the Library at least 35 days in advance if possible, and if not possible, then as soon as possible and in any event no later than 48 hours in advance, if there will be anyone attending the Event who will be accompanied by a private security detail or will have other heightened security concerns. The Library will then request that the U.S. Capitol Police provide additional security, at Sponsor's cost.
- 12) **Construction, Maintenance, and Renovation Work.** The Library may have scheduled or planned construction, maintenance, and/or renovation (collectively, "Construction Work") to the interiors and/or exteriors of the Library's spaces at the time of the Event. Potential impacts to the space in which the Event will be held may involve impact to certain points of access, and the visual presence of construction materials, including but not limited to scaffolding, equipment, and debris. Such impacts shall not render the space

unusable, and the Event may proceed as planned, subject to any necessary adjustments or modifications reasonably required by the Library. The Library will make commercially reasonable efforts to minimize disruption to the Event caused by the Construction Work and to ensure that the work does not materially interfere with the Sponsor's use of the Event space. However, the Library shall not be liable for any inconvenience or disruption caused by the Construction Work. If the Construction Work materially interferes with or prevents the Sponsor's use of one space or area but does not interfere with the Sponsor's use of remaining space, the Library will provide a full refund only for the space that is unusable. The Library shall not be liable for any additional costs or damages incurred by the Sponsor due to the impact of Construction Work on the Event.

13) **General Terms and Conditions.** Any modification or amendment of this Agreement will only be effective if in writing and signed by the parties. This Agreement will be governed by the federal law of the United States, which will determine jurisdiction and venue. Each party will identify an individual to serve as primary point of contact under this Agreement and will inform the other party of any change in point of contact. Where Library approvals are required, the Library will consider the Sponsor's request and respond in a timely manner. All approvals may be withheld by the Library in its sole discretion.

Agreed and accepted as of the last date of signature, below:

**FOR THE LIBRARY OF
CONGRESS:**

FOR THE SPONSOR:

Mary Elizabeth Eno
Chief, Library Events Office

Signature

Name

Date

Title

Date