# FACILITIES USE AGREEMENT

**Group/Organization**

<table>
<thead>
<tr>
<th>Group:</th>
<th>Email:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Event Name:</td>
<td>Phone:</td>
</tr>
<tr>
<td>Primary Contact:</td>
<td>Fax:</td>
</tr>
<tr>
<td>Address</td>
<td>City:</td>
</tr>
<tr>
<td>Secondary Contact:</td>
<td>Email:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
</tr>
<tr>
<td>Address</td>
<td>City:</td>
</tr>
</tbody>
</table>

**Group Type:**

- ☐ Member Institution Affiliate
- ☐ Affiliate
- ☐ For-Profit
- ☐ Non-Profit

**Caterer Name:**

**Caterer Phone & Contact:**

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**Dates, Timing and Set Up**

**Room Reserved**

| Meeting Date: | ☐ Virginia Lacey Jones Exhibition Hall |
| ☐ Virginia Lacey Jones Exhibition Hall | ☐ Room 301 |
| ☐ Room 302 | ☐ Room 303 |
| ☐ Room 303 | Board Room |
| ☐ Board Room | ☐ Woodi Gallery |

**Special Needs:** (describe)

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**Space Configuration and Attendance**

| Number of Attendees: | ☐ Banquet | ☐ Lecture | ☐ Conference | ☐ Classroom | ☐ Rounds |
| ☐ Other: (describe) |

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**Audio/Visual Equipment Reserved**

<table>
<thead>
<tr>
<th>Audio/Visual Equipment Reserved</th>
<th>Charges and Payments</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Freestanding Podium &amp; Microphone w/ Speakers</td>
<td>$ Included</td>
</tr>
<tr>
<td>☐ Additional Microphones (floor, lapel, etc.)</td>
<td>$ A/V Equipment Charge</td>
</tr>
<tr>
<td>☐ Laptop w/ DVD Player</td>
<td>$ Other Services</td>
</tr>
<tr>
<td>☐ LCD Projector and Screen</td>
<td>$ Balance Due Before Event</td>
</tr>
<tr>
<td>☐ Technical Support (minimum 2 hours)</td>
<td>$ Deposit Amount (Due Upon Signing)</td>
</tr>
</tbody>
</table>

**Total A/V Support Charges:** $ 

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**Charges and Payments**

- Room Charge $ 
- A/V Equipment Charge $ 
- Other Services $ 
- Balance Due Before Event $ 
- Deposit Amount (Due Upon Signing) $ 

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**Name on Card:** Visa/Mastercard #:

**Billing Address:** Expiration Date: Security Code:

**Insurance Certificate Received:** ☐ Yes ☐ No

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**Staff Authorization & Date:**

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**Facilities Use Agreement - Page 1 (9/18/13)**
Rates: Rates are based upon three factors—the type of group requesting meeting space, the hours the space is reserved, and the meeting space being reserved. The full hourly rate is charged for portions of hours that the room is used.

Type: The Member Institutional Affiliate (MIA), Non-Profit and For-Profit (Note: Faculty or Student Organizations 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: Two hour minimum*; After hours upon request.

Spaces: Exhibition Hall, Meeting Rooms, Woodi Gallery, and Board Room.

<table>
<thead>
<tr>
<th></th>
<th>Exhibition Hall</th>
<th>Room 301 &amp; 302</th>
<th>Room 303</th>
<th>Woodi Gallery</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hourly Rate</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2 hour minimum)</td>
<td>MIA</td>
<td>$150</td>
<td>$75</td>
<td>$100</td>
</tr>
<tr>
<td></td>
<td>Non-Profit</td>
<td>$250</td>
<td>$125</td>
<td>$150</td>
</tr>
<tr>
<td></td>
<td>For-Profit</td>
<td>$500</td>
<td>$250</td>
<td>$275</td>
</tr>
<tr>
<td><strong>After-Hours Surcharges</strong></td>
<td>$75 per IT/AV management (minimum 2 hour support)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$25 per Security Services Officer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$75 facilities surcharge</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Agreement: A non-refundable deposit per the General Guidelines is due upon signing of this Agreement in order to secure the Group’s reservation. The deposit must be made with a credit card or money order. Final payment will be guaranteed by such credit card. Final payment is due seven (7) days prior to the start of the event and will be charged to the credit card used for the deposit unless other acceptable arrangements are made. By signature below, the Group’s representative authorizes that the deposit, final payment for room, equipment or service rental fees, surcharges, and any applicable cancellation fees will be charged to the credit card provided. The parties agree to the terms above and below on this form. The persons signing this Agreement on behalf of the Group and to bind the Group to performance of and as contemplated under this Agreement, represent and warrant that they are authorized to make this Agreement.

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 number of attendees will not exceed the capacity limit. RWWL reserves the right to change rooms based on attendance levels that are lower than contracted.

Upon signing this agreement and receipt of required deposit, AUC Robert W. Woodruff Library (hereinafter "RWWL") agrees to provide reserving Group with the facilities and equipment as shown on page 1 of this Facilities Use Agreement. This Agreement is subject to and governed by the Library’s Terms and Conditions of Facilities Use which parties acknowledge and agree is incorporated herein by reference. By signature I confirm that I have read the Agreement and the Terms and Conditions of use and that I and the Group will comply with all policies and procedures governing use. I understand that the Library reserves the right to terminate an event for cause and that such termination will result in the forfeiture of all monies paid. The Library may impose additional requirements during an event as necessary to protect the health, safety and welfare of the Library, its staff and users.

Signature: _____________________________________________________________ / _________________________

Requestor or AUC Faculty Sponsor (for AUC Student Requests)   Date

Print Name: ______________________________________________________________________________________

Email: ________________________________________________  Phone: ____________________________________

Requestor or AUC Faculty Sponsor (for AUC Student Requests)

AUC Institution/Department: _________________________________________________________________________

Organization:____________________________________________________________________________________

Facilities Use Agreement - Page 2 (9/18/13)
**TERMS AND CONDITIONS OF FACILITIES USE**

**Facility Use**
The Atlanta University Center Robert W. Woodruff Library (AUC Woodruff Library) permits activities in the Virginia Lacy Jones Exhibition Hall and meeting room facilities that concur with its mission to support the learning, teaching, and research needs of the AUC member institutions. AUC faculties, staff, students and external organizations must submit an Exhibition Hall Reservation Request to reserve the Exhibition Hall. Requests for facility use by AUC students will require the signature and presence of an AUC faculty sponsor. Use of library facilities is neither an endorsement nor agreement by the Library of the requestor’s beliefs, missions, views, and opinions. Activities that advocate discrimination on the basis of race, ethnic origins, age, religion, gender and sexual orientation are not permitted.

**General Guidelines**
A. Individuals and groups are charged by the hour or fraction of an hour. Fees may be waived for approved AUC events
   1. Fees must be paid seven business days in advance of the activity.
   2. Payments may be made by credit card or money order only.
   3. A non-refundable deposit for 20% of the total cost of the rental engagement is due immediately at the time of reservation. All deposits will be held until the conclusion of the event and facilities have been returned to satisfactory conditions.
   4. Refunds are provided only for cancellation of an activity, and, only if the cancellation is received 24 business hours prior to the event. If the event is on a Sunday or Monday, the request must be received no later than noon on the Friday before the event. Refunds will be made by check within two weeks from the date the refund is approved. (Fees charged to cover exceptional expenses incurred by the Library for the activity, will not be refunded. If the library must cancel an event for any cause, all monies paid will be forfeited.)
B. All requestors may be charged fees for expenses the Library may incur for exceptional services.
C. Facility to be used for purpose stated in the Agreement only.
D. Agreement may not be transferred or assigned to any other group or person.
E. The CEO/Library Director must approve all exhibitions in the Library.
F. Library management reserves the right to terminate events for any cause including, but not limited to the following:
   - Disorderly and raucous conduct of event attendees
   - Use of unapproved catering
   - Event purposes outside of approved agreement
   - Any activities interfering and in conflict with the Library’s mission, patron services or staff rights
G. The CEO/Library Director or designee is empowered to alter, revise, and or modify the guidelines, terms, and conditions of this Facilities Use Agreement.

**Group Types Defined**

**Member Institutional Affiliate:**
- Current faculty, staff and administrators of the Library’s member institutions (Clark Atlanta University, Interdenominational Theological Center, Morehouse College, Spelman College)
- Current partners as approved by Board of Trustees
- Current members of the Friends’ Council of the Library

**Designated Non-Profit Groups:**
- Community groups and organizations designated as 501©3
- Charitable and civic groups, societies and clubs
- Educational institutions (K-12 and higher education)

**For Profit Groups:**
- Corporations, companies operating to generate revenue

**Sales**
Activities must be free to participants or attendees. Generally, there are no sales or collection of monies for activities in the Library, with the exception of book sales for book signings associated with the event. If the requestor wishes to host a book signing with the event, notice must be provided to the Library no later than seven business days in advance of the event. The CEO/Library Director must give advance approval for any sales.

**Responsibility/Liability**
The requestor and/or faculty sponsor (in case of student events) will assume full responsibility for the activity and the actions of any vendors, and must adhere to the Library’s policies, rules and procedures. The requestor and/or AUC faculty sponsor (in case of student events) is responsible for all financial matters in connection with the activity including any costs to replace or repair damage to Library’s facilities, equipment, and furnishings.

**Advertisement and Media**
Use of the Library’s name, seal or logo without the Library’s approval is prohibited. To ensure appropriate use of the Library’s official name and graphic identity, all electronic or printed promotional materials (advertisement, news releases, media advisories, flyers, posters, etc.) must be submitted to the AUC Woodruff Library’s Communications Manager (communications@auctr.edu) for review, revision and approval no later than five business days in advance of distribution. The Communications Manager must be notified of any potential media coverage of the Exhibition Hall activity and media outlets expected to attend to ensure appropriate access and oversight.

**Hours & Noise Level**
All activities must be held during Library hours. Events, including clean up, must end one-half hour before Library closing. Requests to hold events during the exam periods will not be approved. Noise levels must be appropriate for an academic library setting. The Library must be notified and approve all forms of entertainment no later than seven business days in advance of the event. The Library reserves the right to terminate an event for unacceptable noise levels.

**Recording/Photography**
Recording of activities including audio, filming, and photographs must be approved by the AUC Woodruff Library’s Communications Manager (communications@auctr.edu) no later than five business days prior to the event. Recording is restricted to the area where the activity is held. The Communications Manager will respond with a confirmation when the request is approved.

**Food, Drinks, and Alcohol Beverages**
A. The Library must be notified seven business days in advance if food and/or drinks will be available at the activity.
B. Only Library approved caterers may be used. A representative from the caterer must meet with library staff prior to the day of the event.
C. Red and orange-colored beverages are prohibited.
D. Caterer must provide proof of Commercial General Liability (CGL)
consumption at users’ activities. The Library assumes no liability for any food or drinks served and consumed at users’ activities.

Registration and Signage
All activities must take place within the assigned area including registration. No signage or informational materials, such as announcements and invitations may be posted nor distributed on the Library’s property without prior approval.

Security
Security for activities is encompassed within the routine duties of the Library’s Security Services Office to monitor and secure the building and its occupants. Events held outside the Library’s hours of operation may incur additional charges for AUC Woodruff Library’s Security Services coverage. Additional security needs and use of outside security persons must be cleared in advance with the Library’s Security Services Manager.

Children in the Library
Children attending and participating in activities must be under the supervision of an adult at all times.

Pets
No animals or pets are allowed in the Library with the exception of service animals.

Parking
The Library cannot guarantee parking for activities. Employees of AUC Woodruff Library have priority parking in the Library’s lot Monday - Friday, 8:00 a.m. - 5:00 p.m. and during exam periods. Parking is available in the upper lot of the Library for a fee until lot is full. Buses are not permitted to park in the Library’s lot. Additional parking options may be found at the Clark Atlanta University parking deck located within walking distance at the corner of Fair and Mildred streets.

Exhibitions
Please refer to the AUC Woodruff Library Exhibit Policy.

AV
Upon request, and with a minimum of five business days notice prior to the event, the Library will provide a podium, microphone, and speakers in the Exhibition Hall. Additional equipment and or technical assistance may be provided at a cost and only with a minimum of five business days advance notice.

Setup and Cleanup
The Library will provide the designated layout setup style as indicated in the executed Agreement. A requestor can select from four layout options. If the requestor does not specify a layout style, then the Library will set-up the Exhibition Hall in Lecture style and in other spaces Boardroom style. Changes to setup must be made no less than 72 hours in advance of the event or a fee will be assessed or the request declined.

To avoid additional fees the user is responsible for:
1. Removing food and paper, signage, placing trash in cans, and cleaning table tops at the end of the event
2. Returning the wireless microphone to library podium, and
3. Advising the Library of any damage to or problems with facilities, furnishings or equipment.

Liability
Group agrees to protect, indemnify and hold the Library harmless from and against all liabilities, obligations, claims, damages, causes of action, costs and expenses (including, without limitation, reasonable attorneys’ fees and expenses) arising out of, from or related to Group’s use of space in the Library or any portion thereof hereunder, including but not limited to (i) any accident, injury to or death of persons or loss of or damage to the facilities whether caused or alleged to be caused by Group, its contractors, agents, employees, guests and invitees; or (ii) any failure on the part of Group to perform or comply with any of the terms of this Agreement. Library will select the contractor for repair of any damage to the facilities. Library assumes no responsibility for lost or stolen or damaged property belonging to Group, its contractors, agents, employees, guests and invitees. Group waives any defense to, and agrees to pay without contest, good faith claims by the Library for damage to the facilities not exceeding $300. The Indemnification obligations contained in this paragraph shall survive the termination of the facility rental and/or this Agreement.

Waiver of Subrogation
To the fullest extent permitted by applicable state law, groups or event contractors waive all rights against the Library (and all other parties required), for recovery of damages to the extent these damages are covered by General Liability, Umbrella Liability, Business Automobile Liability or Workers’ Compensation and Employers Liability insurance maintained per requirements stated above. Event contractor’s Workers’ Compensation policy must have the WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT with the Library listed on the SCHEDULE. Attached to each Certificate of Insurance shall be a copy of the Additional Insured Endorsement that is part of the event contractor’s Commercial General Liability Policy. These certificates and the insurance policies required by this Agreement shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the Library.

Force Majeure
Neither party shall bear any responsibility or liability for any losses arising out of any delay or interruption of their performance of obligations under this Agreement due to any act of God, act of governmental authority, act of the public enemy, or due to war, riot, flood, civil commotion, insurrection, labor difficulty, severe or adverse weather conditions, lack or shortage of electrical power, malfunctions of equipment or software programs or any other cause beyond the reasonable control of the party delayed.
Select from any one of the following basic layout options, depending on which space you reserve:

![Diagram showing different layout options including Boardroom, Lecture, Classroom, and Banquet]

**Note:** Library can provide a choice of rectangle, round, and/or hi-boy tables. Linen is not provided. Groups may rent tables from event vendors if different table types are needed. The delivery and pick-up of tables must be coordinated with the Library Facilities Manager prior to the date of the event. Changes to the basic layouts must be approved.

These capacities are the maximum allowed in the spaces, per code of the Atlanta Fire Department.

<table>
<thead>
<tr>
<th>Name of Room</th>
<th>SRO**</th>
<th>Lecture</th>
<th>Classroom</th>
<th>Board Room</th>
<th>Banquet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibition Hall</td>
<td>500</td>
<td>200</td>
<td>80</td>
<td>60</td>
<td>100</td>
</tr>
<tr>
<td>Room 301</td>
<td>15</td>
<td>-</td>
<td>-</td>
<td>10</td>
<td>-</td>
</tr>
<tr>
<td>Room 302</td>
<td>15</td>
<td>-</td>
<td>-</td>
<td>10</td>
<td>-</td>
</tr>
<tr>
<td>Room 303</td>
<td>30</td>
<td>24</td>
<td>-</td>
<td>16</td>
<td>-</td>
</tr>
<tr>
<td>Board Room*</td>
<td>25</td>
<td>-</td>
<td>-</td>
<td>15</td>
<td>-</td>
</tr>
<tr>
<td>Woodi Gallery</td>
<td>30</td>
<td>-</td>
<td>-</td>
<td>20</td>
<td>-</td>
</tr>
</tbody>
</table>

*Approval for use of the Administrative Board Room is limited.
**Standing room only (SRO)