

Lexington Public Library Farish Theater Use Agreement



Organization: _____

Individual Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: (day) _____ (evening) _____ Email: _____

Organization mission and/or description:

Check all that apply:

Non-Profit Organization, 501c3 Tax ID# _____ Private Organization

Government Organization

Agreement to Terms and Conditions

Made this ____ day of _____, 20__ by the Lexington Public Library ("LPL") and _____ "Licensee", having an address at:

_____.

LPL hereby grants use of the William Stamps Farish, III, Theater ("Theater") at the Lexington Public Library, situated at 140 East Main Street, Lexington, KY, 40507 under the terms and conditions listed below.

1. **Compliance.** Licensee agrees to comply with all city, state and federal laws pertaining to licenses, permits and taxes for Licensee's use of the Theater prior to the time set for its use of the Theater.
2. **General Indemnity.** Licensee agrees that it shall use the utmost care not to damage or abuse any of the Facilities and shall observe and abide by the rules for governance of the Facilities as made known to Licensee through LPL's Code of Conduct. Licensee agrees to pay for all damages to the building, equipment, fixtures, furniture and paraphernalia arising from, out of, or pertaining to the occupancy of LPL by the Licensee, its agent, performers, employees or invitees except for damages caused solely by the intentional misconduct or negligent acts of LPL. Licensee shall indemnify and hold harmless and defend LPL, its agents or employees for bodily injury and property damage of any kind to

Licensee, its agents, employees, performers or invitees while in or on the premises of LPL, except for such injury or damages caused solely by the intentional misconduct or negligent acts or omissions of LPL. Nothing contained herein is intended to be, and shall not be, a waiver of any defense, including that of sovereign immunity, that Licensee may have as to any third party.

3. **Insurance.** Licensee may be required to furnish to LPL a Certificate of Insurance for liability insurance. The coverage, limits and insurance company shall be acceptable to LPL. If LPL and Licensee cannot agree as to the coverages, limits and insurance company or if such certificate is not supplied within seven business days following the execution of this Agreement, LPL may terminate this Agreement.
4. **Use.** The facilities shall be used by "Licensee" only for the purposes set forth in the Theater Reservation Form.
5. **Occupancy.** Occupancy of the Theater shall not exceed 139 people, and all aisles and exits must be kept clear.
6. **Infringements.** Licensee shall be responsible for obtaining all rights and licenses for performers of each copyrighted work in the Theater. Licensee agrees to indemnify and hold LPL harmless from all claims of copyright infringement arising out of Licensee's performance in LPL Facilities, including all damages, attorney's fees, court costs and settlements or compromises made by LPL.

Licensee: _____

Lexington Public Library:

By: _____
Authorized Signature

By: _____
Authorized Signature

Title

Title

Date

Date

This agreement expires on: _____, _____