

The Library of Congress

Special Events Agreement for Use of Library Facilities

This Special Events Agreement sets out the rights and obligations of the Library of Congress (hereinafter “the Library”) and

.....
(hereinafter “the Sponsor”), and whose main office address is:

.....
The Sponsor has been approved to hold a special event (hereinafter “Event”) at the Library as identified below and further described in your proposal letter.

Event Name:

Location:

Date:

EID Number:

The Sponsor agrees that it will comply with Library regulations regarding special events and meetings.

1 Sponsorship. All Library events (including those co-sponsored by an outside organization and a Library service unit(s), or co-hosted by an outside organization and a Member of Congress, or sponsored solely by an outside organization) will involve the participation of Library staff. Moreover, all events must relate to the Library’s mission, programs or collections. The Event will be co-sponsored / co-hosted by the following Library service unit(s) and /or Member(s) of Congress [if the event is being sponsored solely by an outside organization, leave blank]:

Library Co-Host:

Congressional Co-Host:

2 Unauthorized Events. The Library’s facilities will 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, seek contributions, give door prizes, have auctions or raffles;
- 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
- f. Personal celebrations conducted by outside groups or others not on official business.

3 Congressional Events and State Functions.

- a. **Congressional Leadership Events/ Great Hall.** The Great Hall and adjacent spaces in the Thomas Jefferson Building are available to the Congressional leadership for events which the Member hosts and which relate to the responsibilities of the leadership and to the business of Congress. Congressional leadership events have first priority among special events.
- b. **Congressional Events/ Members Room.** The Members Room may be used by Members of Congress for meetings and conferences that relate to the business of Congress. A Member must preside. Only seated functions will be permitted. No furniture may be moved to accommodate an event. The Members Room is also available for use by the Librarian of Congress.
- c. **State Functions.** In exceptional cases, as determined and approved by the Librarian, official functions for foreign heads of state may be held in the Library. The Librarian may grant such approval after consultation with the Congress and the Department of State. Requests by private organizations for events involving foreign heads of state or senior foreign officials will be considered by the Librarian who may consult with the Congress and the Department of State as appropriate. All terms and conditions of this Agreement apply to such events.

4 **Schedule.** The Event will only begin after 5:30 p.m., Monday through Saturday and will conclude by midnight except for events in the Great Hall which will begin only after 7:00 p.m. Events are not permitted on Sunday.

5 Cancellations.

- a. **Force Majeure.** Performance by either the Library or the Sponsor under this Agreement may be excused during the period such performance is prevented or delayed by government restrictions (whether with or without valid jurisdiction), war, warlike or terrorist activity, insurrection or civil disorder, labor disputes, 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 this Agreement is executed.
- 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 staff overtime and security costs incurred prior to closing. The Library will excuse and refund all other costs.
- c. **Cancellation by the Library.** The Sponsor's reservation may be canceled at the discretion of the Librarian and may be canceled if a subsequent request for the same date is received from the Congressional leadership or the White House. In these extremely rare cases, the Sponsor's deposit will be refunded or a suitable alternative space will be offered.
- d. **Cancellation by the Sponsor.** If the Sponsor cancels the Event more than thirty days before the date of the Event, the Library will refund 75 percent of the administrative fee excluding any incurred direct costs. If the Sponsor cancels 30 days or less from the date of the Event, the Library will retain 100 percent of the administrative fee and refund all non-incurred Direct Costs.

6 **Event Costs.** The Sponsor is responsible for fixed and direct estimated costs associated with the Event. Upon final accounting for the Event (described below), the estimated costs will be adjusted to reflect actual expenses.

a. Cost Elements.

- i) **Basic Costs.** The basic costs for the event are a fixed Library administrative fee and direct costs for event-specific items such as security and staff overtime.
- ii) **Docents.** Library docents are available to interpret the art, architecture, history and operations of the Library for Event guests. Sponsors using the Jefferson Building Visitors Gallery on Monday, Wednesday or Thursday evenings, when the Main Reading Room is open, must hire a Library docent for the Gallery in order to keep noise to a minimum. If docents are needed, the Sponsor will notify the Office of Special Events and Public Programs in a timely fashion and will pay overtime costs for the docent services.
- iii) **Facility Damage.** The Librarian maintains the right to consider the physical impact on the facility of events sponsored by outside organizations and to cancel an event which may cause damage to the facility. Where damage

results from improper use of Library facilities, the Sponsor will be responsible for and agrees to pay the actual costs of damages resulting from such improper use.

b. Payment Instructions.

i) The Sponsor will remit payment of the full administrative fee of \$ to the Library of Congress within 15 business days of notification that the event request has been approved. In addition a signed copy of this agreement including all pages must be received by the same date, that is by If payment and the signed agreement have not been received by this date, the Library will release the courtesy hold on the space and cancel the event.

ii) The Sponsor will remit payment via electronic funds transfer in accordance with the Library's Special Event Guidelines. Under special circumstances, the Sponsor may request the Special Events Officer to give advance approval for payment by check.

iii) Based on the total estimated direct costs of the event that will be provided by the Office of Special Events and Public Programs in a separate document the Sponsor will remit the remaining costs of the event (i.e. the estimated direct event costs) no later than 30 days before the event date, that is by..... . If payment has not been received by this date, the Library may cancel the event and retain 100 percent of the Administrative Fee and invoice the sponsor for any Direct Costs incurred

c. Final Accounting. A final accounting will be provided to the Sponsor within three months following the event. At that time, the direct cost estimate (as indicated on the estimated budget provided) will be adjusted to reflect actual costs. As appropriate, any balance of funds deposited for direct expenses will be refunded, or the Sponsor will be billed for additional direct costs.

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.)

7 Right of Review. The Librarian reserves the right to review and approve the Sponsor's guest list; invitation or other printed matter relating to the Event; caterers and other vendors; and facilities management. The Sponsor must submit printed materials in draft to the Office of Special Events and Public Programs for review and approval prior to printing. Upon request, the Sponsor will provide the Librarian with the guest list, including titles and organization affiliations. Use of the Library of Congress name, seal or logo without the Library's prior approval is prohibited.

8 Library of Congress Participation in the Event. (The following provisions are not applicable to Library co-sponsored events.)

a. Librarian of Congress as Host. The Librarian or his representative will have the option to be the host at the Event and to deliver welcoming remarks during the event. The Sponsor will contract for sound support, platform, and podium if deemed necessary by the Library of Congress.

b. Library Invitations. The Librarian may request up to six invitations for the Event and the Sponsor will provide requested invitations in a timely manner.

c. Congressional Accommodation. The Sponsor will accommodate Members of Congress regardless of when they arrive in the sequence of the program or event.

d. Seating Arrangements. The Sponsor will provide seating arrangements for the Librarian and other invited Library staff in advance of the Event. The Librarian or his designee will be seated at the head table. Whenever a Member of Congress attends an event at which there is assigned seating, the Library has the option to seat a Library staff member at the table with the Member or in the same block of seats as the Member.

9 Sponsor Responsibility for Vendors. The Sponsor is responsible for the actions of any vendors or other agents, including, for example, caterers, photographers, and entertainers, with whom the Sponsor may contract for the Event. The Library reserves the right to review and approve the Sponsor's selected vendors.

a. **Catering.** The Sponsor will 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. It is the Sponsor's responsibility to assure that any caterer selected is aware of service responsibilities under this Agreement and agrees to coordinate with the Special Events Officer and the Public Program Services Manager.

b. **Entertainment.** The Library reserves the right to determine whether dancing or other entertainment is appropriate to the institution and the facility. The Sponsor will seek advance permission from the Library for dancing or other entertainment at the Event. Such requests will be reviewed by the Special Events Officer, in consultation with the Facilities Committee, and the Sponsor will be notified of the Library's decision in a timely manner. Amplified entertainment will not begin in the Jefferson Building before 9:30 p.m. on Monday, Wednesday and Thursday when the Main Reading Room is open.

c. **Audio-Visual Requirements.** If audio-visual equipment is required, the Sponsor will submit all arrangements and technical requests to the Special Events Officer 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's Public Program Services Manager.

d. **Photography.** The Sponsor will seek advance permission from the Library for any photography for the Event (including photography to be performed by subcontractors). The Sponsor will submit all arrangements and technical requests to the Special Events Officer for approval and coordination. Library regulations preclude the use of event photographs to promote commercial enterprises or commodities. The Sponsor will bring this prohibition to the attention of all caterers or other subcontractors or agents.

e. **Insurance.** For all vendors with whom the Sponsor has contracted who will use Library facilities for the Event, the Sponsor will ensure that the Library receives evidence of the vendors' insurance limits, and that the vendors name the Library of Congress as an additional insured for the use of the facility. Such evidence of insurance may be provided by a Certificate of Insurance and must be received by the Special Events Office at least one month prior to the Event.

10 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 and jurisdiction and venue will lie in the United States Federal courts. Neither party indemnifies the other for acts or omissions under this Agreement. 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.

11 Acceptance. Agreed to and accepted on the day and date set out below by the authorized representatives of the parties:

FOR THE LIBRARY OF CONGRESS:

Signature

Name

Title

Date

FOR THE SPONSOR:

Signature

Name

Title

Date