



Rutherford Public Library

Hold Harmless Agreement: Auditorium Rentals

This agreement must be signed by any outside groups wishing to use the Library's Auditorium.

BETWEEN THE RUTHERFORD PUBLIC LIBRARY AND

Name of Organization Reserving the Auditorium

Organization Address (Rutherford organizations only. No P.O. boxes, please.)

Phone Number

Email

Type of Organization (Check One):

501(c)(3) Nonprofit Public Entity

In consideration of the use of Rutherford Public Library's Auditorium on the following date(s):

for the purpose of _____, the undersigned agrees to to indemnify and hold harmless the Rutherford Public Library and the Borough of Rutherford from and against any and all expenses (including attorneys' fees), claims, suits, injuries, damages, losses, judgments and consequential losses and damages, sustained either by reason of or arising out of or in any way connected with Applicant's use of the Library's Auditorium and equipment or its failure to comply with the terms and conditions of the Library's Meeting Room Policy. Applicant shall defend, at its sole expense, any action or proceedings brought against the Library and/or the Borough in such regard, including the settlement or compromise thereof, provided that the Library and/or the Borough may participate in the defense of any claim or action, including compromise or settlement, without relieving Applicant of any obligation hereunder. The indemnity, hold harmless and defense provided hereunder shall



be fully operative in every instance, except where the expense, injury, damage or loss is occasioned or caused by the negligence of the Library and/or the Borough, whether by act or omission. Such indemnity, hold harmless and defense shall be provided in full by the Applicant in the event the expense, injury, damage or loss is occasioned or caused by or attributable to both Library and Applicant, regardless of the percentage or proportion so occasioned or caused by or attributable to each.

The undersigned is authorized to execute this agreement on behalf of this organization. The applicant must finish and vacate the room 15 minutes before closing time.

In order to induce the Rutherford Public Library to accept this Hold Harmless Agreement, the following information concerning the intended use of the premises is furnished:

Check here to confirm that alcoholic beverages WILL NOT be served: _____
Total number of people anticipated is _____.

This Agreement shall remain in full force and effect for any continued, additional or postponed date for the event indicated.

The Rutherford Public Library reserves the right to cancel or interrupt the event if the representations set forth herein are not adhered to, or if the Library determines that a situation that might lead to personal injury, property damage or violation of law exists.

Signed this _____ day of _____, 20_____

as the binding act in deed of _____
Organization Name

Authorized Signature

Print Authorized Name & Title

Witness Signature*
** Library staff may not serve as witnesses.*