APPLICATION AND PERMIT FOR USE OF SPACE IN PRESIDENTIAL LIBRARIES AND GROUNDS

CONDITIONS OF USE

LIBRARY PROVISIONS: The Library Director or Deputy Director may assess additional charges to reimburse the Government for expenses incurred as a result of the use by groups of Libraries and Grounds. Each Library: (1) sets its own schedule for fees to be charged and policies for reservations, payments, and refunds; (2) decides what times are available for outside events; and (3) determines the number of people allowed for outside events. In addition, each Library may impose conditions that apply to only that Library. A NARA staff member must be present during the entirety of the event (from set-up to breakdown**).**

PROHIBITIONS: Use of the auditoriums and other public spaces will not be authorized for any profitmaking, commercial advertising and sales, partisan political, sectarian, or similar purpose. No admission fee will be charged except by the Library, no indirect assessment fees will be made for admission, and no on-site collections will be taken. Organizations are prohibited from representing, implying, or suggesting in their invitations, publicity, or otherwise that the Library endorses, sponsors, or in any way approves of the organization. Smoking (including e-cigarettes) is prohibited inside all NARA facilities, including Library buildings; smoking outside is permitted only in certain designated areas (notification of which will be provided by each Library). Open flames are prohibited at all times on Library grounds (both inside and outside).

EVENT SECURITY: NARA is responsible for the security and safety of the occupants, facility, and ground at all times. Event security guidelines follow:

1) Any events that may require additional security, based on an assessment by the Library Director, will be provided by NARA security and require reimbursement by the event holder. No other security personnel are authorized to provide protection for any event, unless expressly approved by the Library Director, such as School Resource Officers, Protective Details or other similar type security.
2) NARA security personnel are authorized to screen for and deny access to individuals attending the event in legal possession of any firearms or other weapons (as defined in 18 USC Section 930), except for local, state or federal law enforcement on official duty responding to the library, or as required by governing laws. Exceptions to this policy must be approved 48 hours in advance by the Library Director in consultation with the Director, Security Management Division.
3) Unless an individual meets the exceptions outlined in paragraphs 1 and 2of this section, only NARA security personnel are authorized to possess firearms at the facility.
4) Individuals found in possession of any firearms, dangerous weapons or other prohibited items will have those items confiscated, will be detained and released to local law enforcement.
5) A list of other prohibited items, including weapons, will be provided to the event holder upon application to use Library space.

PRE-APPROVAL REQUIRED: The following must be approved in advance by the Library: (1) media coverage; (2) speakers, performers, movies, or programs (other than those included in the Library program); (3) the installation of decorations, and (4) the serving of alcoholic beverages. (See page 3.) Sponsoring organizations and their designated contractors must review their plans with Library staff; and the plans must conform to Library rules and procedures and to pertinent fire, safety, and security regulations. Events which do not receive Library approval will be canceled or altered to meet Library requirements.

LIMITATIONS: Access to the facility shall be limited to the specific areas designated in the permit, including restrooms, auditorium, meeting rooms, and food service areas. Nothing shall impede access to the Library building. The following may only be done in designated areas: (1) food preparation; (2) food and drink consumption; and (3) parking.

RESPONSIBILITIES OF THE APPLICANT: The sponsoring organization is responsible for: 1) any damage to

the Library by event participants, contractors, and caterers, and 2) the entire clean-up operation, including the removal of trash from the premises immediately following the event. The Library must be returned to its original condition, and Library dumpsters may **not** be used. Organizations using the Library facilities, caterers, and other contractors hired by such organizations, must follow the instructions from Library staff regarding schedules for delivery and set-up. The sponsoring organization should **not** have anything delivered to the Library unless a representative of the organization is at the Library to accept the delivery. Library staff do **not** sign for or in any other way assume responsibility for property belonging to the applicant, the caterer, or any other individual or organization involved in the event.

The Library reserves the right to withdraw approval of any use of a Library building up to **30 days** before the date(s) of the event. If, in any way, the permittee or any of his or her representatives fails to comply with the above conditions, the program may be canceled and the sponsoring organization may be held responsible for any and all costs to the Presidential Library.

ASSUMPTION OF RISK TO PERMITTEE PROPERTY: Permittee assumes the risk of any loss or damage to its property or the property of any person or entity authorized by it to be on the Library premises. The Library, and its officers, agents, and employees shall not be responsible or liable for any loss of, or damage to, property while on the premises, regardless of how the loss or damage is sustained.

INDEMNIFICATION AND HOLD HARMLESS: Permittee agrees to conduct its activities upon the premises so as not to endanger any person thereon; and further agrees to indemnify, defend, and hold harmless the Library and the United States against any and all claims, costs or expenses, or loss, injury, or damage to any persons or property, regardless of how the loss or damage is caused, arising out of the activities conducted by Permittee, its contractors, subcontractors, agents, members, or guests, including but not limited to claims of employees of Permittee, or Permittee's contractors, subcontractors, or guests.

FORCE MAJEURE: Neither Party will have any liability to the other Party for any delay or failure to perform, in whole or in part, or for any cancelation in connection with performance of any obligations hereunder, if such failure or cancelation is due to any cause beyond its reasonable control, including, but not limited to, acts of God, war, riots, civil disturbances, fires, floods, government shutdown, strikes, terrorist acts or credible threat of same, lock-outs, labor disputes, failures in public supply of utilities or any other causes beyond the control of the Parties, whether similar or dissimilar to the foregoing.

ASSIGNMENT OF INTERESTS; ENTIRETY: Neither Party may assign its rights nor delegate its duties. These conditions of use constitute the entire understanding of the Parties with respect to the matters addressed herein, and it supersedes and replaces any prior or contemporaneous documents, correspondence, conversations, agreements, and other written or oral understandings. Additional agreements may govern food and beverage vendors related to the Permittee's event.

REVOCATION: NARA may revoke this Permit for Use at any time by giving written notice.

GOVERNING LAW AND CERTIFCATIONS: Each of the individuals signing this Permit for Use certifies that he/she has legal authority to bind his/her Party to these Conditions of Use. These Conditions of Use will be governed by and in accordance with the laws of the United States (without regard to conflicts of laws).

All National Archives Presidential Libraries and Museums are handicapped accessible. However, organizations requiring special access for the mobility impaired are encouraged to notify the libraries in advance of their events.

APPLICATION FOR PERMISSION TO SERVE ALCOHOLIC BEVERAGES

The Permittee agrees to comply with all state and local laws and ordinances in effect in the location of the planned event governing the serving or use of alcoholic beverages. The Permittee further agrees not to serve or allow the serving of alcoholic beverages to anyone under the legal drinking age established in the location of the planned event, or to serve or allow the serving of alcoholic beverages to anyone intoxicated or displaying signs of intoxication.

The Permittee shall indemnify and save harmless the United States, its agents and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the negligence of the Permittee, or any other act or omission of the Permittee, including failure to comply with any terms, conditions, or obligations imposed on the Permittee by the Permit to use the space or by approval of this Application for Permission to Serve Alcoholic Beverages.

_____ _____
Applicant Signature Date

The request of _____ to serve alcohol at the Franklin D. Roosevelt Library
Name of Organization *Name of Presidential Library*

on _____ is approved.
Date of Event

_____ _____
Signature of Library Director or Deputy Director Date

_____ _____
Concurrence *(if applicable)* Date

PRIVACY ACT STATEMENT

Collection of this information is authorized by 44 U.S.C. 2104 and 2112. Disclosure of the information is voluntary; however, we will be unable to respond to your request if you do not furnish your name and address and the minimum required information about your event. The information is used by NARA employees to document actions taken on requests, schedules events, and provide status information concerning approved events.

PAPERWORK REDUCTION ACT PUBLIC BURDEN STATEMENT

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Public reporting burden for this collection of information is estimated at 20 minutes per response. Send comments regarding the burden statement or any other aspect of the collection of information, including suggestions for reducing this burden to the National Archives and Records Administration (ISSD), 8601 Adelphi Rd., Rm. 4400, College Park, MD 20740-6001. DO NOT SEND COMPLETED FORMS TO THIS ADDRESS.

APPLICATION AND PERMIT FOR USE OF SPACE IN PRESIDENTIAL LIBRARIES AND GROUNDS

INSTRUCTIONS: Type or print in ink all items and sign. Also sign the "Application for Permission to Serve Alcoholic Beverages" form if you plan to serve alcohol. Please submit with this application a copy, sample, or description of any material or item proposed for distribution or display. Any special services for the disabled must be provided by the sponsor. (All Presidential Libraries are handicapped accessible.) See Privacy Act Statement and Paperwork Reduction Act Public Burden Statement on the reverse.

PART I – APPLICATION

1. Name of applicant:

   Complete mailing address:

   Complete billing address; check here if same as mailing address ☐

   Personal and/or Business contact number(s):

   Email address:

2. Name of person/organization sponsoring, promoting, or conducting the proposed activity (*if different from Name of applicant*):

   Organization's website:

   Personal and/or Business contact number(s):

   Email address:

3. Name(s) of person(s) who will have supervision of and/or responsibility for the proposed activity (*if different from Name of applicant*):

   Personal and/or Business contact number(s):

   Email address:

4. Description of proposed activity and proposed media coverage (if applicable):

5. Special services required for this event (audiovisual, catering, etc.):

Note: The Library reserves the right to require up to a 50% deposit of the facility fees in order to hold the date for your event.

Note: If a caterer is used, the caterer must contact the facility no later than 24 hours before the event to finalize set-up needs.

Will there be a catered meal? Yes ☐ No ☐ Is the caterer on the approved list? Yes ☐ No ☐

6. Proposed area(s) to be used at the Library:

7. Proposed dates and hours of the event:

DATE(S):_____

Setup From:_____ To:_____

Actual Event From:_____ To:_____

Breakdown From:_____ To:_____

8. Approximate number of attendees:

I agree to follow the Conditions of Use attached to this permit and certify that I have the legal authority to bind any entity I may represent. I agree to indemnify and save harmless the United States, its agents, and its employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others, directly or indirectly due to the negligence of the user of the privilege granted by this agreement, or any other act or omission of user, including failure to comply with the obligations of this agreement.

Signature of Applicant_____ Date Signed_____

PART II – PERMIT

(To be completed by NARA only)

Subject to the attached regulations (36 CFR Part 1280) and conditions, use of the Franklin D. Roosevelt Library is permitted for the date, time, and activity described above.

Signature/Title_____ Date Signed_____

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