



# 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 **Name of Sponsor** (hereinafter "the Sponsor"), a **501c3 nonprofit or corporation** whose main office address is: **Address**.

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-hosted by an outside organization and a Library service unit(s), or 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-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. 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. Any request involving foreign heads of state or senior foreign officials, including requests by private organizations, 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 direct expenses (e.g. 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 when in the best interests of the U.S. Government, such as, for example, when a subsequent request for the same date is received from the Congressional leadership or the White House, or when the Library is subject to staffing or budgetary constraints including those resulting from a government shut down or mandatory furloughs. In these extremely rare cases, the Library will give the Sponsor notice as soon as possible after the decision to cancel is made, and the Sponsor's deposit will be refunded or a suitable alternative space or date 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 and all non-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 (1) replace damaged property in kind, (2) have the damaged property repaired to the satisfaction of Library of Congress Officials with payment going directly to the vendor making the repairs, or (3) pay the actual costs of damages resulting from such use. The Library has the right to determine whether the Sponsor will replace the property, have the property repaired, or pay actual costs.

**b. Payment Instructions.**

- i) The Sponsor will remit payment of the full administrative fee and direct costs of \$xxxxx to the Library of Congress within 15 business days of receiving the event invoice. In addition a signed copy of this agreement including all pages must be received by the same date or by xxxxx. If payment and the signed agreement have not been received by this date, the Library may 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) The Sponsor will remit the direct costs of the event, which are currently estimated to be \$xxx, no later than 30 days before the event or by xxxxxxx xx. 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. (Note: *A revised invoice for the estimated direct costs will be sent to the Sponsor if there are changes in the scope of the event that significantly increase the estimated direct costs*).

**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-hosted 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 Director of Special Programs 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.
  - f. Special Event Contractor Requirements.** The Sponsor and the Sponsor's vendors, suppliers and other agents must abide by the Library of Congress Special Event Contractor Requirements as specified in Attachment A.
- 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:**

**FOR THE SPONSOR:**

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Signature

**Robert Newlen**

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Name

**Chief of Staff**

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Title

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Date

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Signature

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Name

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Title

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Date

## ATTACHMENT A

### LIBRARY OF CONGRESS

#### SPECIAL EVENT CONTRACTOR REQUIREMENTS

##### **CATERERS, OTHER VENDORS, SUPPLIERS AND AGENTS**

The Library of Congress has final approval in the selection of all vendors, suppliers and agents for all special events. Please note that all approvals, arrangements and access to the Library of Congress for caterers and all other vendors are coordinated through the Library of Congress Public Programs Services Office.

The Library of Congress Capitol Hill campus includes the Thomas Jefferson Building (“Jefferson Building”) and James Madison Memorial Building (“Madison Building”).

The Library of Congress encourages caterers to participate in food donation programs.

The Sponsor and the Sponsor’s vendors, suppliers and other agents are responsible for operating by the Library of Congress requirements listed in this document:

##### **A. LIABILITY**

1. **Insurance** – Prior to the event the Public Programs Services Office must have evidence of the following limits of insurance, which may be provided by a Certificate of Insurance.
  - a. Commercial General Liability – \$1,000,000 per occurrence, and including coverage for products liability and contractual liability.
  - b. Liquor Liability coverage – \$1,000,000.
  - c. Automobile Liability coverage – \$1,000,000 per accident for bodily injury and property damage.
  - d. Workers Compensation – statutory limits.
2. **Responsibility** – The Library of Congress is not responsible to the Sponsor or its vendors, suppliers or agents for any missing items.

##### **B. DELIVERIES**

1. **Freight Screening Process For All Deliveries To The Library Of Congress** – All trucks, cars and vans with deliveries to the Library of Congress Capitol Hill campus will be required to complete the United States Capitol Police (USCP) offsite screening process. At least three working days prior to the delivery date,



truck and driver information must be submitted to Public Programs Services and the USCP. Inspection procedures to include station hours and locations will be provided by Public Program Services staff.

2. **Hours** – Public Programs Services Office will establish hours of delivery and pickup based on the nature of each event.
3. **Supervision** – The Sponsor or their agent is required to provide supervision during all load-in and load-out activities, including that of all vendors, suppliers and agents of the Sponsor. No deliveries will be allowed without Sponsor oversight. Public Programs staff will also oversee load-in, set-up and load-out. Any damage to the buildings – especially floors and walls in the historic Thomas Jefferson Building – will be documented and repair costs charged to the Sponsor. Event sponsors are held liable for all damages to the facility as stated in the Special Events Agreement for Use of Library Facilities.
4. **Freight Access** –  
*Jefferson Building* loading dock accessed via 2nd Street, SE  
*Madison Building* loading dock accessed via "C" Street, SE

Alternative loading areas may be designated by the Public Programs Services Office as necessary.

The Sponsor is responsible for providing the Public Programs Services Office with a list of all vendors, supplier and agent vehicles making deliveries and pickups for the event (i.e., caterers, subcontractors, florists, beverage suppliers, etc.). This list must include approximate times of delivery and pick-up and be submitted to the Public Programs Services Office at least one week prior to the event in order to facilitate the offsite inspection process and access to the buildings.

5. **Receiving** – The Sponsor or its vendors, suppliers and other agents must be available to receive and sign for all deliveries. The Library of Congress will not receive or accept deliveries. Vendors must provide staff during the entire delivery/pickup period. Extreme caution must be exercised when bringing supplies or materials into the Library. Specifically, no tables, boxes or other objects are to touch walls, exhibit cases or pieces of furniture. No tables may be rolled on non-carpeted floors. Vertical table carriers are available if needed. Floor protection must be used in all storage areas. Carpet, felt or Masonite must be used. Plastic and tarps are not considered floor protection. Any tables, décor items or objects placed on the gold medallion in the center of the Great Hall, 1<sup>st</sup> floor, Jefferson Building must have floor protection. Felt, cardboard, Masonite or other protective material must be placed underneath the object. Plastic and tarps are not considered floor protection.

6. **Elevators** –  
*Jefferson Building* – As designated by the Public Programs Services Office. An LOC elevator operator will man the service elevator. Vendors must follow instructions given by the elevator operator.  
  
*Madison Building* – Freight elevator from loading dock must be used.
7. **Equipment** – Vendors should provide all hand trucks and flatbeds needed for transporting food and equipment. Carts and rolling cases used in the Library of Congress must be fitted with rubber wheels to eliminate floor damage. The Sponsor is responsible for providing all furniture and equipment needed to service an event. Round tables MAY NOT be rolled unless the floor is carpeted. All event equipment, such as tables, chairs, and other décor items, must have rubber, felt or plastic covered feet or bottoms when in direct contact with the marble floors. No table longer than 6' is permitted to be used in the Jefferson Building without special permission from the Public Programs Services Office.
8. **Parking** – Vehicles must be unloaded and removed from the premises. Parking is not available on site.
9. **Storage** –  
*Jefferson Building* – Limited storage is available in areas designated by the Public Programs Services Office and must be screened from view. Floor protection must be used in all storage areas. Carpet, felt or Masonite must be used; plastic and tarps are not considered floor protection.

The Library of Congress assumes no responsibility for security or safety of stored goods.

All equipment must be removed from the Library of Congress immediately following the event.

*Madison Building* – There is no storage space available.

## C. SET-UP

1. **Bars** – Set up of bars in the Great Hall may not begin before 5:00pm or when the building closes to the public. No glasses, ice, alcohol or any other type of beverage may be visible prior to 5:00pm. Protective mats or plastic must be placed under and around the bar to protect the floor.
2. **Electricity/Stoves** – Special electrical requirements must be submitted to the Public Programs Services Office two weeks prior to a scheduled event. Only electric stoves whose wiring is grounded (no propane or bottled gas) may be used for cooking. Sterno is permitted for warming. Only three Sterno per Cresscore is

permitted in the Jefferson Building outside of the cellar.

3. **Timing** – Delivery and set-up times should be arranged through the Public Programs Services Office and will be based on the number of guests, Library hours of operation, and complexity of event.
4. **Kitchen covering** – The floors of areas used for kitchens and staging should be completely covered with carpet, felt or Masonite sheet for floor protection. Plastic or tarps may be placed on top for spill protection only. The floor under and behind all bars must be covered in plastic. All tables, food carriers, and other equipment must be placed at least six inches from walls. No cooking may take place outside of catering kitchens; warming or holding with Sterno is allowed with the caveat that no more than 3 Sterno per Cresscore are permitted outside the cellar level of the Jefferson Building.
5. **Flames** – Votive candles and Sterno may be used during events. Unprotected taper candles and open flames (such as with flambé) are not permitted.
6. **Trash** – All trash must be enclosed in plastic bags and removed from the Library premises. The Library is not responsible for removal of trash generated by the event.
7. **Oversight** – A Public Programs staff member will be onsite to ensure adherence to contractor regulations and act as the liaison between vendors and Library staff.
8. **Buildings** –
  - a. No materials, objects, or equipment belonging to the Library may be used unless authorized by the Public Programs Services management staff. Any such authorized items must be returned to their original location.
  - b. Caterers, contractors and subcontractors are allowed only in designated areas.
  - c. Caterers are to remove everything they have brought into the buildings. All materials and equipment must be removed on the day of the event.
9. **Securing Cords** – All power, audio, visual, or other cords must be secured to prevent tripping hazards. Securing of cords may be by mats, gaff tape, or other methods approved by the Public Programs Services Management staff.
  - a. Tape – ONLY gaff tape of the appropriate color may be used. No other tapes may be used unless approved by the Public Programs Service Office.

## **D. FOOD AND BEVERAGE**

1. **Menus** – Most food and beverage are permissible in the Library of Congress. A menu must be submitted in advance to the Public Programs Services Office.
2. **Red Wine** – Red wine is allowed for sit down dinners only. Service of red wine at receptions or any standup event is **PROHIBITED**.
3. **Service** – The Caterer is required to provide a minimum of 1 service person per 25 guests for receptions or other stand-up events.
4. **Bartenders** – Only professional bartenders may tend bar at the Library of Congress.
5. **Cash Bars** – Cash bars are not permitted.
6. **No Smoking Policy** – Smoking is **NOT** permitted inside the Library of Congress.

## **E. KITCHEN PROCEDURES**

### **Jefferson and Madison Buildings**

1. Caterers must leave the kitchen clean and organized.
2. All cooking for events in the Jefferson Building must take place in the cellar kitchen or other areas designated by Public Programs Services.
3. Food and debris must be removed from all sinks and sinks must be wiped dry.
4. All counters must be wiped clean.
5. Refrigerators and freezers must be wiped clean and left empty. No food or ice may be left without the permission of Public Programs Services.
6. The grill and stove must be thoroughly cleaned. Grill cleaning supplies are provided.
7. The oven must be wiped clean. Notify the Public Programs Manager if a spill necessitates a complete oven cleaning.
8. Floors must be swept and mopped. Brooms and mops are provided.
9. Caterers must remove (in closed plastic garbage bags) all trash generated by the event.

**F. VIDEOTAPING/PHOTOGRAPHY (SEO)**

1. On-site videotaping and photography may be used for archival and non-commercial corporate and institutional purposes. Except as otherwise provided herein, the Library of Congress does not authorize the use of its name or images to promote or advertise products or services of Sponsors, vendors or other parties.
2. Permission for on-site videotaping and photography must be obtained prior to the event from the Special Events Officer.

**G. AUDIO VISUAL**

1. Arrangements for audiovisual support must be coordinated through the Public Programs Services Office.
2. Equipment provided by contractors should be delivered, stored and removed under the guidance and time frame of the Public Programs Services Office.

**H. DECOR**

1. Events requiring banners, large displays, backdrops, tents, or professional decorator services must be coordinated with Public Programs Services Office at least two weeks prior to the event. No items can be adhered to the building in any way.

**I. ENTERTAINMENT**

All forms of entertainment must be approved by the Library of Congress.

**J. LIGHTING**

Uplighting must be battery powered and wireless. Pinspotting and other spot/floodlights that are elevated on stands may have cords which must be properly secured. Cords and cabling must be kept to an absolute minimum especially across walk ways.