

**PARSIPPANY PUBLIC LIBRARY**

**INDEMNIFICATION AND HOLD  
HARMLESS AGREEMENT FOR USE  
OF LIBRARY MEETING ROOM(S)**

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between **THE FREE PUBLIC LIBRARY OF PARSIPPANY-TROY HILLS**, a municipal library with a principal place of business located at 68 Nokomis Ave, New Jersey 07034 (the “**Library**”) and \_\_\_\_\_ (“**Sponsor**”), with an address of \_\_\_\_\_.

**Whereas**, the Library has meeting rooms within its branch libraries, which may be reserved and used by organizations, groups, and members of the public; and

**Whereas**, consistent with the Library’s Meeting Room Policy, the Library deems it to be in its best interest to require sponsors of any meeting room usage to enter into and adhere to an indemnification and hold harmless agreement in accordance with the terms set forth herein.

**Now Therefore**, in consideration for the use of Library-owned facilities on the date(s) and time(s), in the location, and for the purpose(s) listed below in this Agreement, Sponsor agrees to assume any and all risk of loss and damage, of any kind whatsoever to Library property or injury to any person(s) arising out of or related to Sponsor’s Usage. Sponsor shall indemnify, defend and hold harmless the Library and each and every one the Library Parties, from and against any and all Claims, which may arise out of or be related to Sponsor’s Usage, as well as all Costs, which the Library or any of the Library Parties may incur in the defense, settlement or other resolution of any such Claim(s), made or filed by any party or entity, arising out of or related to Sponsor’s Usage, including Claims arising out of, relating to or resulting from:

- a. Sponsor’s breach of its obligations under this Agreement;
- b. Any act or omission of Sponsor or any Sponsor Parties, or any injury or damage to persons or property arising from, out of, or incident to Sponsor’s Usage or its exercise of its rights and/or performance of its obligations hereunder; and
- c. The negligence, gross negligence, and/or willful misconduct of Sponsor or any of the Sponsor Parties, in any way related to the subject matter of this Agreement.

For purposes of this Agreement, the following definitions shall apply:

- a. “Claims” shall include all claims, demands, liens, suits and actions, and liabilities, losses, damages, settlements, and/or judgments.

- b. "Costs" shall include any fees, costs, charges or expenses, including attorneys' fees and costs, including those incurred or associated with enforcing the provisions of this Agreement.
- c. "Library Parties" shall include the Library and each and every one of its employees, Board members, volunteers, non-participating visitors, contractors, vendors, agents and representatives, and the successors and assigns of each.
- d. "Sponsor Parties" shall include Sponsor's staff, volunteers, members, guests, and invitees.
- e. "Sponsor's Usage" shall include Sponsor's entry upon and use of the Library's meeting room(s) and the entry and use of the meeting room(s) by any of the Sponsor Parties.

Date(s) and time(s) of usage: \_\_\_\_\_

Location: \_\_\_\_\_

Purpose: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed and sealed on the date first date above written:

**SPONSOR**

**By:** \_\_\_\_\_  
**Name:**  
**Title:**

**Date:** \_\_\_\_\_

**THE FREE PUBLIC LIBRARY OF PARSIPPANY-TROY HILLS**

**By:** \_\_\_\_\_  
**Melissa Kuzma, Director**

**Date:** \_\_\_\_\_