

**License Agreement for Events**  
**Livingston Hospital Foundation Community Room**  
**Salem, KY**

The License Agreement, made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_  
("Licensee") and Livingston Hospital and Healthcare Services, Inc. ("Livingston Hospital"), now  
agree as follows:

1. **Eligible Parties:** Individuals or organizations who apply for usage and are approved by Livingston Hospital.
2. **Ineligible parties:** Any groups that discriminate based upon race, creed, color, sex, age, disability or national origin.
3. **Restrictions:** Livingston Hospitals' facility and grounds shall not be used for any unlawful purpose. Livingston Hospital reserves the right to refuse use of the facility or grounds to any organization or individual if the Event or program or its content does not comply with Livingston Hospitals' guidelines and policies. No raffles or other forms of gambling may be conducted. If any Event is determined to be in violation of these guidelines or is creating a disturbance, Livingston Hospital has the right to immediately cancel the Event.
4. **Priority:** Events sponsored by Livingston Hospital and Livingston Hospital employee meetings and Events have scheduling priority over the public's use of the facilities. With at least 60 days advance notice, Livingston Hospital reserves the right to cancel or reschedule an Event conflicting with a Livingston Hospital program.
5. **Hours:** Regular hours of operation for Livingston Hospital Foundation Community Room are Sunday-Saturday 7 AM -10 PM. Usage outside of these hours will be considered on a case-by-case basis.
6. **Reservations:** All space usage must be scheduled with and approved by Livingston Hospital. Events are confirmed only after the contract is received with the sponsor's signature obtained.
7. **Cancellation Policy:** Events must be cancelled in writing at least 30 days prior to scheduled Event to avoid cancellation charges.
8. **Indemnification:** Licensee agrees to indemnify, defend, and hold harmless Livingston Hospital and its officers, directors, trustees, employees and agents from any claim, liability or loss (including reasonable attorneys' fees) arising out of or resulting from the negligent acts or intentional misconduct of the Licensee or any of its employees, agents, guests, or subcontractors, or anyone on the premises at the request or pleasure of Licensee, in connection with this Agreement.

The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities of this Agreement, including, but not limited to (i) notifying the other immediately in writing of any claim of injury or damage or claim related to activities performed pursuant to this Agreement, if a claim is made in writing or by summons or complaint or if there are circumstances which indicate that a claim is reasonably likely to be

made; (ii) responding in a timely manner to reasonable inquiries or requests from the other party; and (iii) providing reasonably-requested documents or other information or evidence within the possession, custody or control of the party; provided, however, that nothing shall require either party to disclose any documents, records or communications that are protected under the peer review privilege, the attorney-client privilege or the attorney work-product privilege. The provisions of this Section shall survive the termination of this Agreement.

9. Livingston Hospital Employees: The Licensee agrees, covenants, and warrants that any and all employees or agents of Livingston Hospital engaged in the promotion or conduct of the Event, are participating on a strictly volunteer basis. Livingston Hospital shall have no direction or control over such employees or agents concerning any and all duties or conduct that may be related to the Event that is the subject of this Agreement.
10. Alcohol Use: Alcohol is prohibited on the premises.
11. Equipment: Livingston Hospital has tables, chairs, and audio-visual equipment that may be used by the Licensee. Any additional tables, chairs, audio-visual, etc. will be solely the expense of the Licensee. Licensee is solely responsible for making arrangement with the vendor for delivery and pick-up of equipment. Livingston Hospital is not responsible for personal or other items left on the premises after an Event.
12. Set-Up/Tear-Down: No posters, stickers, banners, signs or other materials are allowed to be attached to the walls. No nails, pins, wire or tape may be used to apply decoration to the structure surfaces. Licensee is responsible for removing all materials used as decorations. No displacement of fixtures or other Livingston Hospital items is allowed. No smoke effects, explosives or pyrotechnics are allowed. No flames are allowed (unprotected or protected). Use of confetti, glitter, rice, etc. is prohibited.  
  
After an Event, users are responsible for and must leave the building and grounds clean, clear of debris and trash, and in the same condition the facilities were in prior to the Event. Trash must be bagged and properly disposed of and all equipment and materials removed from the area. Charges for clean-up and trash removal may be assessed if premises are not left clean and clear.
13. Damages: The Licensee is liable for all damage, expenses and property loss, caused by any person who attends, participates in, or provides goods and services connected with the Licensee's use of the facility. The replacement value may be used by Livingston Hospital to determine the damage costs charged.
14. Tobacco: All tobacco use is prohibited on the premises.
15. Binding Effect; No Third-Party Rights: This agreement shall bind and insure to the benefit of the parties' employees, agents, assigns and successors in interest, and nothing in this Agreement, whether express or implied, is intended to confer any right or remedy on any other person or entity.
16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky, without giving effect to its conflict of law rules or

principles. Jurisdiction and venue shall be at Livingston County, Kentucky District or Circuit Court.

17. Modification and Waiver. This provision, and each and every other provision of this Agreement may not under any circumstance be modified, changed, amended or provisions hereunder waived verbally, but may only be modified, changed, amended or provisions hereunder waived by an agreement in writing executed by all parties hereto.
18. Assignability. Neither party shall assign any of its rights or obligations under this Agreement, except Livingston may assign to a subsidiary or affiliate, or any entity controlled by a subsidiary or affiliate, without obtaining the prior written consent of the other Party, which assignment shall forever release Livingston Hospital from any further obligations hereunder.

I have read the Guidelines, Policies and License Agreement for the facility as outlined by Livingston Hospital. As authorized agent for my organization for this Event, I am authorized to enter into this agreement.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Organization Name (if Applicable): \_\_\_\_\_

Title (if Signing on Behalf of Organization): \_\_\_\_\_

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

Phone #: \_\_\_\_\_

Email address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Name of Event:

\_\_\_\_\_

Date of Event: \_\_\_\_\_ Start time: \_\_\_\_\_ *am/pm* End time: \_\_\_\_\_ *am/pm*

Purpose of Event: \_\_\_\_\_

Number of Guests: \_\_\_\_

Livingston Hospital Approval:

Printed Name of Authorized Livingston Hospital Representative:

\_\_\_\_\_

Signature of Authorized Livingston Hospital Representative:

\_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

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