



April 29, 2014

University of Pittsburgh

Dear :

Thank you for booking your event at the Senator John Heinz History Center. It will be an historic occasion!

Attached please find our License Agreement for your event. Please print two copies, have both copies signed and return them both with your payment as outlined in the agreement. A fully executed copy will then be returned to you.

CATERING & LINEN RENTAL: We have an exclusive arrangement with Common Plea Catering to provide food and beverage service, including alcohol. They can be reached directly at 412-281-5140. Together, we will coordinate all of the set-up details. Mosaic is our linen provider and can be reached at info@partymosaic.com or by phone at 412-562-2800. If using standard black linen for bars and food stations, you have the option of renting them directly from the Heinz History Center at \$25.00 per linen.

INSURANCE: Please note item #12 under General Conditions in the License Agreement. An insurance rider, special event endorsement or other proof of insurance for the date of your event is required. Proof of insurance may be faxed to my attention at 412-454-6026. The standard amount of limited liability is \$300,000- \$1,000,000.00.

PARKING: The History Center does not own or operate any parking lot. However, you can contact Beth Porter with PPG Public Parking for the 1301 Smallman Street Parking Lot. Beth can be reached Monday through Friday between 10:00am – 3:00pm at 412-231-5746 or via email beth@ppgpublicparking.com

Again, thank you for booking your event at the History Center. I look forward to working with you to help create an event that is both unique and wonderfully memorable. Please phone me at (412) 454-6435, or email me at mlminter@heinzhistorycenter.org when you have any questions or concerns.

Best regards,

Maura L. Minter

Maura L. Minter
Events Director

MM/cbt
Enclosures

Cc: Common Plea Catering
History Center Accounts Receivable

SENATOR JOHN HEINZ HISTORY CENTER
1212 Smallman Street Pittsburgh, PA 15222
License Agreement

Made this **29th day of April, 2014**, between the Senator John Heinz History Center (legal name: Historical Society of Western Pennsylvania hereinafter called History Center) and:

Licensee:
University of Pittsburgh

Contact:

(Hereinafter called "Licensee"), in consideration of the fees listed below paid by the Licensee to the History Center, the History Center grants to Licensee the following locations listed below together with the usual areas of ingress and egress (collectively, the "Licensed Area"), being a part of the Senator John Heinz History Center (hereinafter the "facility"), at the following time(s) for the following purposes only, subject to the special and general conditions set forth below:

Day, Date & Time:

Type of Event:

Number of Guests:

License and other fees:

Payment:

University of Pittsburgh: Please email signed contract to Cara Bull-Trombold, cbtrombold@heinzhistorycenter.org, 412-454-6431, Thank you.

*** Booking is considered firm upon receipt of signed agreements and deposit. This License Agreement expires one week after the date due.**

Events Staff Contact: **Maura L. Minter, Events Director 412-454-6435 mlminter@heinzhistorycenter.org**

Return Payment & Signed Agreements to: Please return both copies of this agreement, signed, with payment as listed above. To charge by telephone, please call **Cara Bull-Trombold at 412-454-6431**, using Discover, VISA or MasterCard only. The Heinz History Center does not accept American Express. Payment by check, payable to Historical Society of Western PA. may be mailed to:

Heinz History Center
Attn: **Accounts Receivable**
1212 Smallman Street
Pittsburgh, PA 15222-4200

Special Conditions:

1. Guests may tour available exhibits on the 1st through 5th floors at no additional charge between 10:00am and 5:00pm. No food or beverage is permitted in exhibit areas. A roaming security guard, at an additional minimum cost of \$150.00 per event, is required to make the *Western PA Sports Museum*, *Special Collections* exhibit and an additional \$150.00-\$300.00 for any Smithsonian affiliated exhibits available to your guests after 5:00pm.
2. Off-duty, uniformed police officers are required at the discretion of the Events Director. The Heinz History Center will make the arrangements.
3. Additional charges may be assessed for early and/or especially difficult set-up requests to offset staff costs. Licensee will be assessed a cleaning fee if the state of the rental location post-event requires excessive housekeeping services to restore it to pre-event condition, as determined by the Event Director. Set-up times will be determined and coordinated by the Event Director based on Museum hours of operation and the needs and requirements of other scheduled rental and Heinz History Center events.
4. All rented items including linens, decor rentals, etc. and all of the licensee's property, including gifts, items to be returned to florists, balloons and other decorations, novelties and any and all property, including packing boxes, left by vendors hired by the Licensee must be removed from the building immediately following the event. Boxes may be broken down and left at the recycling area on the loading dock. Any property left overnight is considered to be left at the owner's or vendor's own risk and will be removed from the premises and discarded. All vendors must sign-in and out at the Security Booth. **Licensee please initial _____**
5. A 12' x 16' x 16" stage, microphone and podium are available at no additional charge, upon request. Additional stage pieces, screen, laptop and projector may be rented from the Heinz History Center. Benack Sound Productions is the exclusive provider for all other audio visual equipment and technical support. They can be reached at 412-653-9950 and flip@bspro.com.
6. The Common Plea is the only licensed authority to sell and serve liquor for consumption on the premises. Therefore, by law, liquor is not to be donated or otherwise brought in to the Heinz History Center from any unauthorized source. We reserve the right to refuse service to any guest that appears to be under age without legal identification, or appears to be intoxicated.

General Conditions:

1. The History Center reserves the right (a) to use or occupy the ingress and egress areas, constituting a part of the Licensed Area, in common with Licensee, if required by other activity elsewhere in the facility; (b) to license others to use and occupy such ingress and egress areas; and (c) to have a representative of the History Center present in the Licensed Area at all times during the use by Licensee.
2. The History Center has exclusive contractual arrangements for food, beverage, and linen service in all areas of the facility. Licensee is not permitted to arrange with any other caterer, organization, vendor or individual to bring any linen, food, beverage or alcohol into any area of the facility. Arrangements for all food and beverage service, including alcoholic beverages must be made with the History Center's exclusive concessionaire, Common Plea Catering, at (412) 281-5140. Mosaic is the contracted linen provider and can be reached at 412-562-2800 or at info@partymosaic.com.

3. This agreement is neither assignable nor transferable, and any attempt to assign or transfer the same shall result in an immediate forfeiture of this license, the use of facility space and date/time slot, and of the license fee paid in connection with this license.

4. Licensee will comply with all applicable ordinances, statutes, regulations, and requirements of the City, County, State, and Federal governments and all departments thereof having jurisdiction over the Licensed Area and the facility of which the same is a part. Licensee will obtain all permits required for the use of Licensed Area, if applicable. Licensee is prohibited from selling or distributing alcoholic beverages in the facility, except as arranged with the History Center's concessionaire. Licensee will not bring into the facility any items or conduct any activities in the facility, which could or might cause risk of death, personal injury or property damage, or conduct activities in or about the facility, which would violate any labor agreement to which the History Center is a party.

5. The History Center will provide light, heat and air conditioning to the extent deemed necessary by the History Center for comfortable use of the licensed area during the times specified above. The History Center shall not be liable to Licensee for failure to provide such services by reason of matters beyond the control of the History Center.

6. The History Center shall not be liable to Licensee, nor shall the History Center be obligated to refund the aforesaid license fee if (a) the Licensed Area shall not be available for use due to civic commotion, or other matters beyond the control of the History Center, or (b) by reason of frustration of Licensee's purpose.

7. The History Center shall not be liable to Licensee for destruction of property of Licensee or Licensee's invitees.

8. Licensee and Licensee's invitees will vacate the Licensed Area promptly at the expiration of the time set forth above. Licensee will remove, or cause to be removed, all property brought into the Licensed Area by Licensee or Licensee's invitees.

9. Licensee shall reimburse the History Center for any damage or destruction to the Licensed Area and the facility of which it is a part, resulting directly or indirectly from the use of the Licensed Area by Licensee or Licensee's invitees.

10. The History Center agrees to indemnify, defend and hold the Licensee and its respective officers, trustees, agents and employees free and harmless from all liability, loss, damage, costs and all other claims for expenses, including attorney's fees, asserted against any of them which may arise from injuries to persons, including death, or damage to property occasioned by the intentional or negligent acts or omissions of the History Center or its employees.

The Licensee agrees to indemnify, defend and hold the History Center harmless against any and all claims, demands, damages, liabilities and costs incurred by the History Center, which result from or arise in connection with the intentional or negligent acts or omissions of the Licensee or its employees, acting within the scope of their employment and in performance of obligations under this Agreement. The Licensee shall not provide indemnification or be liable for the intentional or negligent acts or omissions of guests, invitees and other persons not employed by the Licensee.

11. Deposits are not refundable. The History Center will not refund the license fee in the event of a cancellation by Licensee within 60 days of licensed date. The Licensee will be permitted to credit the full amount toward a future event if booked within 12 months of the cancelled event.

12. Licensee shall be responsible to provide insurance coverage on Licensee's personal property in and about the Licensed Area as well as for comprehensive liability insurance to protect Licensee and the History Center against claims of Licensee's guests, invitees and others in and about the Licensed Area.

13. Licensee shall obtain written approval from the History Center of all advertising by Licensee of its use of the Licensed Area prior to any release of such advertising.

14. The History Center may cancel this License Agreement at any time if Licensee fails in any way to comply with or perform as required by this Agreement. The licensee fee shall not be refunded if cancellation by the History Center is due to Licensee's failure to comply with or perform as required by this License Agreement.

15. This License Agreement contains the entire and only understanding between the parties relating to the subject matter hereof and may not be altered or otherwise modified except in writing signed by the History Center and Licensee in the same manner as this License Agreement. No representation or warranty not set forth herein has been made or relied upon by Licensee as an inducement to the execution hereof or otherwise.

AGREED TO AND ACCEPTED BY:

Licensee Please Sign:

(Please sign)

Date

Senator John Heinz History Center:

By: _____
Maura L. Minter, Events Director Date

By _____
Betty Arenth, Senior Vice President Date

