



July 28, 2021

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 cchorrell@heinzhistorycenter.org when you have any questions or concerns.

Best regards,

Cassie Horrell
Events Director

Cc: Common Plea Catering
History Center Accounts Receivable

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

This License Agreement (the "Agreement"), made this **28th Day of July, 2021** 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 a license to use (a "License") 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 (the "Event"):

Day, Date & Time:

Type of Event:

Number of Guests:

License Fee and other fees:

Payment:

University of Pittsburgh: Please email signed Agreement to Cassie Horrell at cchorrell@heinzhistorycenter.org, 412-454-6435 or

*** Booking is considered firm upon receipt of signed Agreements and deposit. This pricing offer expires one week after the date due.**

Events Staff Contact: **Cassie Horrell , Events Director 412-454-6435 cchorrell@heinzhistorycenter.org**

Return Payment & Signed Agreements to: Please return a copy of this Agreement, signed, with payment as listed above
To charge by telephone, please call **Cassie Horrell at 412-454-6435**, using Discover, VISA or MasterCard only. The History Center does not accept American Express.
Payment by check, payable to Historical Society of Western PA (DBA The Senator John Heinz History Center), 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 on the day of the Event. No food or beverage is permitted in exhibit areas. After 5PM, a roaming security guard is required should you wish to have guests access the *Western PA Sports Museum, the Special Collections* exhibit, or the Smithsonian affiliated exhibits located within the McGuinn Gallery. Security costs range from an additional \$150.00-\$300.00 for this added feature.
2. Off-duty, uniformed police officers are required at the discretion of the Events Director. The 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 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 property 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 into the History Center from any unauthorized source. The History Center reserves the right to refuse service to any guest that appears to be underage 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 termination of this Agreement, the use of facility space and date/time slot, and of the License Fee paid in the Agreement.

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 undisputed damage or destruction to the Licensed Area and the facility of which it is a part, resulting from the use of the Licensed Area by Licensee

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, demands, costs and all other claims for expenses, including attorney's fees, asserted against any of them which may arise from the acts or omissions of the History Center or its employees, officers, agents, contractors or providers.

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.

