

**APPLICATION AND AGREEMENT
FOR USE OF THE
HUBERT H. HUMPHREY BUILDING**

Based on security considerations, the Humphrey Building has been determined to be a closed facility with no public areas subject to use under provisions of 41 C.F.R. Section 101-20-4, entitled "Occasional Use of Public Buildings." As such, use of meeting areas in the building (i.e., Great Hall, Room 800 and conference rooms) is restricted to activities which the Department has determined are for HHS's benefit and are supported by or directly related to HHS programs and interests.

INSTRUCTIONS: Please submit with this application a copy, sample, or description of any material or item proposed for distribution or display. Type or print in ink all items. Failure to complete this form shall result in denial of this application.

APPLICATION

1a. First, Middle, Last Name of Applicant	1b. Complete Mailing Address		
1c. Telephone Number ()	2b. Complete Mailing Address		
2a. Name of person or organization sponsoring, promoting, or conducting the proposed activity			
2c. Telephone Number ()	3b. Complete Mailing Address		
3a. Name(s) of person(s) who will have supervision and/or responsibility for the proposed activity			
3c. Telephone Number ()	4. Description of Proposed Activity		
5. Proposed Building Area			
6. Proposed Dates and Hours during which the activity is to be carried out a. From	b. To	c. Hours	7. Approximate number of Persons to engaged in this activity (<i>If known</i>)

IMPORTANT: If applicant purports to represents an organization, a letter or other documentation that the applicant has authority to represent that organization is required to be submitted with this form.

CONDITIONS FOR USE

If your application for use of space in the Humphrey Building is approved, that use is subject to the following terms and conditions.

- The applicant and/or the organization which the applicant represents, shall indemnify and save harmless the United States, its agents and employees against any and all loss, damage, claim, responsibility or liability whatsoever arising directly or indirectly from the exercise of the activity requested or directly or indirectly from any act or omission by you or your organization, including failure to comply with the terms and conditions of this use agreement.
- The applicant and/or the organization which the applicant represents, shall be responsible for all costs to the Department associated with the requested activity, e.g., clean-up and security related costs.
- The applicant and/or the organization which the applicant represents, shall be responsible for the costs of any damages to the *Humphrey Building* and to the related personal property of the United States, which results from the use of such property.
- The applicant and/or the organization which the applicant represents, shall be responsible for providing the OS Physical Security Officer with a list of all non-Federal participants in the requested activity one week prior to its scheduled conduct.

- The applicant and/or the organization which the applicant represents, shall be responsible for complying with all Federal requirements contained in 41 C.F.R. Section 101-20.3 entitled, "Conduct on Federal Property" (copy attached).
- This use agreement is unassignable and is revocable at will by the Government.
- Use and occupancy of the premises shall be without cost or expense to the Government, and under the general supervision and subject to the approval of the Director, Office of Facilities Services, who shall administer the conditions of the agreement and subject also to such further reasonable requirements as he/she may from time to time prescribe.
- The Government shall not be liable or responsible in any manner whatsoever to the applicant, and/or the organization which the applicant represents, or their successors or assigns, for any damages of any nature whatsoever arising from the revocation of this agreement.
- The applicant and/or the organization which the applicant represents, shall confine its use of the Government property strictly to the purpose stated in the application and to the specific portion of the building for which the agency has approved that use and shall so exercise the privilege granted as to avoid marring the appearance, neatness, etc., of the Government property, or obstructing access thereto, or interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety or persons or property.
- Smoking in the building is prohibited.
- The failure of the Government to insist in any one or more instances upon the performance of the terms and conditions of this agreement shall not be construed as a waiver or relinquishment of the future performance of any such terms or conditions, but the obligation of such future performance shall continue in full force and effect.
- This agreement shall not become effective until execution of the agency approval portion of this document.

APPLICANT CERTIFICATION

I, the undersigned, certify that: (1) I have the authority to represent the applicant organization (if applicable); (2) that the above information is true and correct; and (3) that I agree to the above noted terms and conditions for use of the Humphrey Building meeting areas.

(Signed) _____ Date _____

AGENCY APPROVAL

Permission to use _____ of the Humphrey Building for the period of _____ to _____ for the requested activity is hereby granted.

(Signed) _____ Date _____
 Director
 Office of Facilities Services