[NAME] Public Library

Meeting Room Policy

Date adopted:

*[Note: Items in yellow are to be adjusted at Library’s discretion before finalizing this policy]*

Policy

To meet card holder needs and make the best use of its facilities, and to comply with all applicable law and regulations, the [NAME] Public Library makes space (specifically, rooms separate from general areas, as shown on the schematic attached as “A”) available on the following terms:

1. Room Check-out by Card Holders

Designated rooms may be checked out for up to [one (1) hour] by card holders.

When using a room, the Library’s Code of Conduct, this policy, and any specific rules for the space apply.

To ensure broad access, use of this “Room Check-out” library service is limited to [4 check-outs] per card holder per month, and groups acting in coordination may not use a reserved rooms for more than [3 continuous hours] on any one day.

Note: the Library reserves the right to waive limits on days/times with established smaller usage.

Rooms may be reserved for check-out by [insert method].

2. Room Reservation by Affiliated Entities

“Affiliated Entities” are those entities who, through a written and duly confirmed agreement with the Library, offer events and services at the Library, in affiliation with the Library.

(For example, if the Friends of the [NAME] Library have a book sale at the Library, to benefit the Library, they do so as an “Affiliated Entity”.)

For events open to [card holders OR the general public] without charge, designated rooms will be made available to Affiliated Entities per the terms of the Library’s agreement with the organization, and as such rooms are available.

When an Affiliated Entity is using a reserved room, the Library’s Code of Conduct, this policy, any specific rules for the space, and the terms of the affiliation agreement all apply.

3. Room Rental [NOTE: this portion may be adjusted to either be removed entirely or require library privileges for all attendees.]

For individuals and groups [with library cards] seeking the temporary use of space that is not covered by Section “1” or “2” above, the Library shall charge a uniform, fixed fee for rental of specific spaces, and require the renting party to enter into the Room Rental Agreement attached as “B.”

**NOTE: Proof of general liability insurance must be submitted as required and will only be waived for events of under 10 people or on a case-by-case basis.**

When renting a room, the Code of Conduct, this policy, any specific rules for the space, and the terms of the rental contract apply.

Room Use Rules

These Rules supplement the Library’s Code of Conduct and violation of them may be addressed through the Code.

All Library policies governing conduct apply in the Library rooms, regardless of the terms of use (check-out, affiliation, rental). In particular, this includes the Library’s ethics, anti-discrimination, and sexual harassment policies.

Without specific written permission, there is no sale of goods and services in the Library, including in reserved or rented rooms. For rentals and special events, such permission should be arranged at least a month in advance, and well before any advertisement or promotion of the event.

While use of library services is confidential, for the operational needs of the Library, any person found to be using a room for an illegal or fraudulent purpose will not only face consequences under the Code of Conduct, but may be referred to law enforcement or another appropriate authority.

Use of reserved rooms must be in accordance with the [NAME] Library “Unaccompanied Minors Policy” which can be found at [INSERT link to policy location].

[INSERT additional as desired]

“A”

**Library Room Schematic**

[INSERT]

“B”

# Application for Temporary Use of Library Space

To explore if renting a room at the [NAME] Library is a good fit for your event, please fill out the below sections, and review the proposed “Facility Use Contract”. If the organization is a 501(c)(3) or other registered not-for-profit, a rental fee reduction or waiver may be requested (NOTE: *due to their express purpose for political activity, 501(c)(4) organizations do not qualify for a fee waiver*).

Once you have submitted the application to the library, Library staff will notify you if the facilities are available and the due date for the rental fee, and then we will send you a signed copy of the contract as confirmation that your date and time are locked in.

NOTE: Filling out this form does not guarantee that the Library will rent you or your organization the space. Please do not advertise or promote your event using the name or address of the Library until the contract is signed and fee is paid.

|  |
| --- |
| Use Details |
| Date(s) and time(s) of use NOTE: *If use is routine (“Every**Monday in 2020”), note the routine.* |  |
| Purpose of use (the “Event/s”).*Please describe the activity to be conducted while you are using the Space.* |  |
| Estimated maximum attendees |  |
| Will you bring in any contractors or third parties under contract for this event?If so, you must provide the Library with a copy of the contract and they must name the Library on their certificate of insurance. |  |
| Please list any special details. |  |
| Person from Organization who will oversee Organization’s use of the Space (must be present at all times) and their back-up person. | Name:Cell number: E-mail:Name:Cell number: E-mail: |
| [If applicable]Rental Fee on a per-use basisNOTE: *If the use is charitable and the fee is to be waived, the use must not involve any****political activity****as defined by the IRS. To ensure no prohibited inurement or establishment clause concerns, fee waiver is only available to a charitable not-for-profit corporation, an education corporation, or a charitable trust, partnership or LLC.* | [Study Room:$20 for first hour, $5 each additional hour1. Meeting Room:

$50 for first hour, $15 each additional hourInsert any additional] |
| [If applicable]Fee is payable the following ways: Check or credit cardReservations will not be confirmed until payment is received. |  |
| Will minors unaccompanied by parents/guardians be attending the event at the Space?If yes: does Organization have a policy barring abuse of minors, and requiring instances of abuse of minors in connection with Organization’s programs to be reported to law enforcement within 24 hours? |  |
| Is Organization a chapter or affiliate of a larger organization?If so, include larger organization’s name. |  |
| Will the event involve food or the creation of materials to dispose of?All trash and recycling generated by the event must be removed the person or organization reserving the room at the conclusion of your reservation. |  |
| Organization’s Contact (the person who will help them with any questions and address any concerns) | Name:Cell number: E-mail: |
| Room-specific rules | If the room you/your organization want/s to use has special rules, please review them in advance. |

# [NAME] Public Library FACILITY USE CONTRACT

This contract for facility use is between the [NAME] Public Library (the “Library”) and

 (“Organization”) an [INSERT type organization/individual] with an address of , for temporary use of room #

 in the Library (the “Space”).

# Library Mission and Terms of Use

As part of its mission, the Library requires that all people on Library property abide by all the Library’s policies. In addition, while using the Space, Organization and any person at the Space in affiliation with Organization must at all times follow the below rules, and any reasonable request of any Library representative.

# Rules include:

No harassing, abusive, or demeaning activity directed at any person or group or the Space.

No contact that violates any applicable law or regulation.

In the event of an emergency at the Library, Organization shall abide by the reasonable request of any Library representative, and any first responder assisting with the emergency.

In the event of any injury to any person, or incident of property damage while the Space is in use, Organization will immediately notify the Library Contact listed in the chart above immediately. **In the event of a crime or medical emergency, call 911.**

Aside from those attending the event(s) in the Space sponsored by Organization, no filming or taking pictures of any individual in the Library (visitor or employee) is allowed, without their express written permission.

After use, the Space will be restored to the condition it was in prior to Organization’s use, by the Organization, unless otherwise specifically confirmed with the Library Contact.

Organization will not promote the event using the Library/Space as the location until this contract is fully signed and (if applicable) Organization has paid the applicable Rental Fee.

# Violation of any rules may result in the termination of this Contract with no refund, and denial of future use.

Emergency Cancellation

When fully signed and any fee is paid, this Contract guarantees that Library will reserve the Space for Organization as set forth in the “Use Details” section, above. However, in the event the Library or a related entity experiences an emergency which, in the sole

determination of the Library, requires the cancellation of the use (including but not limited to condition at the facility, weather emergency, risk of disruption to normal library operations, or event requiring Library’s emergency use of the space), Library shall notify Organization as soon as possible, and work with Organization to refund the fee or determine a new date, whichever is preferable.

Indemnification

To the greatest extent allowed by law, Organization hereby agrees to indemnify and defend and hold harmless the Library, its Board of Trustees, officers, employees, agents, and volunteers, from any and all causes of action, complaints, violations, and penalties, and shall pay the cost of defending same, as well as any related fines, penalties, and fees, including reasonable attorneys’ fees, related to Organization’s use of the Space, including conduct by any third party or contractor present at the Space as part of the Event/s.

Insurance

Organization shall provide insurance meeting the following requirements:

|  |  |
| --- | --- |
| For all organizations | Commercial General Liability (CGL) with limits of insurance of not less than $100,000 each occurrence and $200,000 Annual Aggregate. |
| For an organization transporting equipment or employees to the event at the Library in a vehicle | Business Auto Liability with limits of at least $1,000,000 each accident. |
| For an organization that will have its employees working at the event | Employers Liability Insurance limits of at least$500,000 each accident for bodily injury by accident and $500,000 each employee for injury by disease. |
| For an organization that will have its volunteers working at the event | Coverage that specifically covers injury to and by volunteers; $100,000 each occurrence and $200,000 Annual Aggregate. |
| For a professional organization offering professional services at the event | Professional Liability with limits of insurance of not less than $100,000 each occurrence and $200,000 Annual Aggregate. |

Insurance Exemption

Organizations without insurance, who are using the space for simply gathering and conducting a meeting, may ask to be exempted from the insurance requirement. Organizations that will use the space for physical activities such as dancing, using tools, yoga, performance, or other activities in excess of reading and talking must provide the required insurance, with no exceptions.

Person signing for Organization

The person signing on the line below on behalf of organization is at least 18 years of age and has the power to sign for the Organization.

Venue for Dispute

This contract and any related action shall be governed according to the laws of the State of New York, and Venue for any dispute shall be [NAME] County, New York.

Accepted on behalf of the Library: On:

 Print name: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Accepted on behalf of the Organization: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** On:

 Print name: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**