

City of Palmer Palmer Public Library

Meeting Room Policy and User Agreement

It is the policy of the City of Palmer, Department of Community Development, Palmer Public Library, to make rental facilities available on a nondiscriminatory basis while maximizing revenue opportunities to offset expenses.

The primary use of the Palmer Public Library facilities is that of a public library. When a designated area within the Palmer Public Library is not in use for a library function, that area may be made available for rental on a first come, first served basis. This area is referred to herein as meeting room. The meeting room is set aside for the conduct of library business and is available for use by the general public at any time.

The Palmer Public Library subscribes to the American Library Association (ALA) policy regarding meeting rooms. The Palmer Public Library meeting area is made available, on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use. Permission to use the Palmer Public Library meeting room is based on the completion of an application and payment of the rental fee. The Library reserves the right, with a 24 hour notice, to cancel the use of the meeting room. Meetings that interfere with normal library functions will not be permitted.

- All meetings and programs must be open to the public and may not interfere with library operations. Meeting room groups must follow the library's Patron Conduct policy, available on the library's webpage at policies.pplak.org/patron-code-of-conduct. Printed copies are available upon request.
- No fees may be charged for meeting or program attendance. Direct or indirect sale of any
 product or service is prohibited, except for sales sponsored by the Library, or the Library
 Foundation, in which a portion of the proceeds must benefit the library. Groups wishing
 to collect donations to defray costs associated with their meeting must do so away from
 the library building and entryways.
- Meetings of a personal (birthday parties, weddings, etc.) or commercial (profit is the direct/indirect purpose of the meeting) nature will not be approved.
- Groups composed of persons under the age of 18 must be sponsored and directly supervised by responsible adults.

Library Prerogative: The Meeting Room and its use are entirely up to the discretion of library staff. The Meeting Room is made available for the public to rent as a courtesy service—the Palmer Library reserves the right to make changes or alterations to the Meeting Room to meet library needs, including but not limited to: room fixtures, equipment, decorations, and furniture. Library staff reserves the right to make situational changes in the event of special circumstances, including but not limited to: dividing and partitioning the room and rescheduling events. If possible, advanced notice of relevant changes will be given to meeting room renters, such as malfunctioning equipment or partitioning of the room, and every reasonable effort will be made to accommodate scheduled renters. In the unlikely event that there is a scheduling conflict and more than one group arrives to use the meeting room at the same time, the room and equipment will be divided at the discretion of library

staff. If this is not acceptable to one or both groups, the group on the library calendar will be given the meeting room, and the other group will be given the opportunity to reschedule.

MEETING ROOM RENTAL GUIDELINES (2018)

General Terms and Conditions of Use and Operations:

- 1. <u>Confirmation:</u> A confirmed City of Palmer facility use application and payment of fees, if applicable, is required to reserve any meeting area. A signature is required to confirm the reservation. By signature, user agrees to comply with the policies contained, and referred to in this agreement.
- 2. <u>Time Increments:</u> A minimum reservation of two hours is required for any area. Set up and take down time must be included in a reservation. Additional times may be reserved in one hour increments. Reservations are limited to dates and times available on the Palmer Library Meeting Room calendar. Please inquire with library staff to check dates.

When meetings are scheduled outside regular library hours, the user will be responsible for:

- a. Ensuring that the group remains in the meeting room area.
- b. Inform those not connected to the group that the library is closed.
- c. Remind those in attendance that smoking is not permitted in the library.
- d. Maintain orderly conduct among those in the building.
- e. At the end of any meeting, <u>chairs must be stacked</u> on the chair carts. There are 50 chairs available.
- f. <u>Tables must be cleaned if needed</u>, then folded and stacked against the wall.
- g. Chalkboards must be erased, and misc. furniture returned to where it was found.
- h. The room must be picked up, vacuumed (vacuum cleaners are in the kitchen area) and left in a neat and orderly condition.
- i. Any spills must be cleaned. If a stain occurs, the user must contact the library as soon as possible and arrange to clean it. The library has spot removing agents for use, but the user must do the cleaning.
- j. Remove garbage to the dumpster. Garbage left in the meeting room has attracted unwanted visitors.
- k. Check the restrooms and meeting room after the meeting to ensure that everyone has left the building.
- 1. Remain in the building until the last person has left.
- m. Ensure that all lights are turned off, including bathrooms, before leaving the building.
- n. Check the entry doors to ensure they are securely closed and locked.
- 3. <u>Reservation Priority:</u> Status order of a reservation is determined by date of receipt by the Administrative Assistant of the signed User Agreement and payment of any fees, if applicable, not the date of initial inquiry. Applications will be accepted for any use up to twelve months in advance of the date of event. Groups/Users who utilize Palmer Public Library space on a regular basis are required to submit a new application each year.
- 4. <u>Fees</u>: At the end of each calendar year, current year users will be given the opportunity to renew their meeting times. Any prior year user who has not renewed by January 31 of the new year will not receive priority consideration. The room will then be rented on a first come, first

served basis.

A yearly fee of \$100 (for Non-Profits) limited to 1 (one) use per month, or \$25 an hour with a 2-hour minimum will be assessed, and must be paid prior to the start of the rental period. It is necessary to have an application on file for each year.

All measures necessary to insure safe and lawful conduct of activities, including but not limited to crowd control measures and fire prevention shall be undertaken and financed by the user. Specialized technical assistance for teleconferencing, etc., where required, is at user's expense.

- 5. <u>Conditional Use:</u> Meeting use is conditional upon user agreement to save, hold harmless, and indemnify the City of Palmer from any claims, law suits, or judgments arising from loss, damage to property, or injury to persons from or during their activity or event.
- 6. <u>Insurance Requirements:</u> A certificate of insurance naming the City of Palmer as an additional insured may be required.
- 7. <u>Cancellations:</u> Any cancellation or change to a confirmed reservation must be received by the Administrative Assistant, either in writing, or by phone, and specify the room(s), date(s) and time(s) to be canceled and/or changed, and must be received twenty-four (24) hours in advance of the scheduled event to be eligible for a refund of fees. Failure to notify the Library of a cancellation, abuse of meeting room privileges; or noncompliance with the User Agreement may result in immediate cancellation of use, denial of future use, and forfeiture of fees. The City of Palmer or Palmer Public Library may cancel a reservation with twenty-four (24) hour notice because an area is needed for the purpose of conducting Library or other City business. A refund, if applicable, will be issued in this case. Notify the library PROMPTLY (745-4690) if your meeting is canceled.
- 8. <u>Additions/Alterations:</u> Additions to or alterations of Palmer Public Library equipment, electrical or mechanical systems are prohibited. All decorations, scenery, etc. shall be erected without defacing the facility in any way, are subject to the approval of the Library Director and shall be installed and removed from the facility within the time reserved. No items/materials may be affixed to walls, doors, flooring, furniture, etc. that will leave a residue, stain, scratch or otherwise mar these surfaces. No smoking, use of candles or open flame or decoration which may be flammable or combustible, or smoke or fog generating equipment or apparatus is allowed in any Palmer Public Library facility.
- 9. <u>Termination:</u> The Library reserves the right to interrupt, terminate or cancel an event when, in the sole judgment of the Library, such act is necessary in the interests of public safety and/or user is in violation of the User Agreement. User waives any claim for damages or compensation should the event be interrupted, terminated, or canceled.
- 10. **Financial Liability:** Users are financially liable for any damage to the facility or library equipment caused by, or as a result of, their use. Users are required to report such damage as soon as possible after the incident and shall only take such action as is reasonably necessary to stop or contain damage. The Library will clean, repair, or take such other reasonable action as is necessary to mitigate such damage. Payment for any damage(s) is the responsibility of the user and shall be made to the City of Palmer within thirty (30) days of receipt of any billing.

- 11. **Laws and Ordinances:** Use of any Library Facility shall be in accordance with all applicable Federal, State, and local ordinances, statutes, rules and regulations that may apply. No individual or group shall be discriminated against because of race, religion, color, sex, national origin, or disability.
- 12. **Posting of Meeting/Event:** No flyers, banners, or event information may be posted outside the building advertising events within the library or on the library grounds. Space will be provided on the Library's community bulletin board to advertise or promote scheduled meetings or events. The notice must clearly state the sponsor of the event and a local contact telephone number. Promotional materials, press releases etc., must be worded so that it is clear to the general public the event is held at, but not sponsored by the Library. Non-compliance with this policy may lead to immediate cancellation of the event and forfeiture of any rental fees paid.
- 13. **Room Capacities:** Users agree to observe posted room capacities and ensure that their use shall not adversely affect the needs of the Library and shall be conducted so as not to disturb others using the library.
- 14. <u>Supplies/Equipment:</u> Users are responsible for their own supplies, specialized equipment, set up and clean up. Tables, chairs, and equipment must be returned to the original configuration, arrangement and/or storage location within the time reserved. Failure to leave/return the room to its original condition, including arrangement of storage items and furniture, may result in a fine of \$25 per event, at the discretion of library staff.
- 14. <u>Storage of Items:</u> No items may be stored for any user/group in the Palmer Public Library. All supplies and equipment used in an event must be removed from the facility at the completion of each reservation period. Palmer Public Library is not responsible for items left, lost, or stolen from the Library or the Library grounds. Items inadvertently left behind will be held at the Circulation Desk. The person listed in the User Agreement will be contacted to arrange for the item(s) to be picked up. Items left for more than one month may be discarded, at the discretion of library staff.
- 15. **Food and Drink:** Food and drink are only allowed in the meeting room. The sale of food or drink in the facilities and/or on the grounds is prohibited. Serving alcoholic beverages is strictly prohibited in any of the facilities or on any of the grounds. Any violation of this policy is grounds for expulsion from the facility.
- 16. <u>Age Requirements:</u> Groups composed of persons under the age of 18 must be sponsored and supervised by an adult responsible for that group.
- 17. <u>Sign In Sheet:</u> A sign in sheet is located above the light switch in the meeting room. Please indicate the date, name of group, and number of attendees. This information is required for library statistics reports.
- 18. <u>Other Conditions:</u> The Library may impose other reasonable conditions, in addition to these specified herein, as it is deemed necessary. As a general rule, meetings may not be scheduled

in the morning prior to the library's opening time. In the evening, a representative from the organization must arrive before the library closes. The meeting may extend beyond the library's closing hours.

- 19. User Responsibility: Users are responsible being familiar with, and observing the User Agreement in its entirety. Library staff will lock outside doors, and the two inside meeting room doors before exiting the building. The outside meeting room and front library doors must be checked by the individual in charge at the end of the meeting. (Please note that the inside breezeway doors are also locked. Be sure to prop one open to avoid being locked out of the building when checking front doors.) Doors must be locked and secured. If a door is not locked when checked, please alert the City of Palmer Police Department at 745-4811.
- 20. <u>Indemnification</u>: The Renter shall indemnify, defend, hold, and save the City of Palmer, its elected and appointed officers, agents, and employees harmless from any and all claims, demands, suits or liability of any nature, kind, or character, including costs, expenses, and attorney's fees. The Renter shall be responsible under this clause for any and all legal actions or claims of any character resulting from injuries, death, economic loss, damages, violation of statutes, ordinances, constitutions, or other laws, rules or regulations, contractual claims, or any other kind of loss, tangible or intangible, sustained by any person, or property arising from Renter's or Renter's officers, agents, employees, partners, attorneys, suppliers, and subcontractors' performance or failure to perform this agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the City of Palmer or its agents, which are said to have contributed to the losses, failure, violations, or damage. However, the Renter shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the City of Palmer, its agents, or employees.
- 21. <u>Waiver:</u> The User Agreement and the policies within apply unless a waiver has been signed by the City of Palmer Manager.

I have read and understand the General Terms and Conditions of Use and Operations for the meeting room.

Signature	Date
DATE: FEE: Non- Profit \$100 for	the year (once a month), for profit \$25 per hr w/2 hr min.
FEE PAID: \$ Purchase Order N	Number:
APPLICANT:	
Name of company or organiz	zation
PERSON RESPONSIBLE:	
ADDRESS:	
PHONE NUMBER:	_ EMAIL:
DATES REQUESTED: (Limit once a montl	h)
RENTAL TIMES: am DESCRIBE TYPE OF FUNCTION IN DET	/pm TO: am/pm TAIL:
NUMBER OF PEOPLE EXPECTED TO A	TTEND:
CATEGORY TYPE: (please check one)	Would you like your meeting posted on our
Category 1 (City use)	Library website calendar? www.pplak.org
	If yes check here:
Category 2 (Non-Profit) Category 3 (For Profit)	Meeting start time:

against any and all liabilities as well as other claims, demands, etc. stated on page 1-5.

Signature of authorized representative

Date

Signature of Library Official

Date