# Jessica Pacciotti, Library Director 631-7734 ● jpacciotti@warnerlibrary.org

## Meeting Room Policy

To meet card holder needs and make the best use of its facilities, and to comply with all applicable law and regulations, the Warner Library makes meeting rooms available on the following terms:

All rooms are rented on first come first serve basis.

## 1. 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 Warner Library have a book sale at the Library, to benefit the Library, they do so as an "Affiliated Entity".)

For events open to 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.

## 2. Room Rental

For individuals and groups seeking the temporary use of space that is not covered by Section "1" 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."

Individuals and Groups seeking to rent meeting rooms are required to provide proof of identity and association with the relevant group.

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 Warner Library "Unattended Child Policy" which can be found at <a href="https://warnerlibraryorg.files.wordpress.com/2022/06/unattended-child-policy.pdf">https://warnerlibraryorg.files.wordpress.com/2022/06/unattended-child-policy.pdf</a>.

The Warner Library as a municipal organization does not allow any political activity as defined by the IRS.

The library's equipment and furniture must be left in the condition in which it was found. Damages to library furniture, AV equipment and kitchen items will be charged back to the renting organization at cost.

Renters should note that parking spaces are limited. The library does not reserve spaces in the library lot for room rentals. There is additional parking available on the street along Patriots Park and in the McKeel Avenue lot.

Alcohol is not permitted on library property.

"A"

<u>Library Room Schematic</u>

Three Hour Room Rental	TASH Organizations/Non-profits	Other Organizations
Room A (seats 10)	Free	\$30
Room B&C (seats 120)	\$150	\$250
Room B (seats 50)	\$75	\$125
Room C (seats 70)	\$100	\$150
Room D (seats 12)	Free	\$30

# Other Fees

Custodial Staff Overtime Fee \$60/hour

## Warner Library

#### **FACILITY USE**

#### **CONTRACT**

This contract for facility	au use is between the Warner Library (the	e "Library") and
	("Organization") with an addres	ss 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.

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, 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.

#### <u>Insurance</u>

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.

## <u>Insurance Exemption</u>

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 Westchester County, New York.

Accepted on behalf of the Library:	On:	On:	
Print name:			
Accepted on behalf of the Organization:	On:		
Print name:			