

MEETING ROOM RENTAL POLICY

City of Leander Public Library – 8-2019

The City of Leander Public Library (LPL) welcomes use of its meeting rooms (“C” and “D”) in its Annex for rentals in keeping with the Library mission “to provide open access to information and to promote literacy, love of reading and lifelong learning opportunities for all members of the community”. Use of a meeting room by an individual or group signifies acceptance of the terms of this policy.

General Use Information

- LPL meeting rooms are provided in keeping with the Library’s mission. The meeting rooms at the Leander Public Library are designed to meet general informational, education, cultural, and civic needs including activities such as discussion groups, panels, lectures, seminars, exhibits, displays, story times, puppet shows, and films.
- Meeting rooms may be used for social gatherings such as showers, birthday parties, dances, etc.
- LPL meeting rooms are only available during normal Library operating hours. If the Library is closed due to an emergency or inclement weather, the meeting rooms will not be available.
- The use of, and the scheduling of the use of a meeting room is subject to the needs of the Library or another department of the City of Leander. City or Library needs pre-empt any other scheduled event in a meeting room.
- The use may not interfere with the Library’s operations or the use of the Library by customers.
- The use of a meeting room by a group or individual does not imply or constitute a Library or City of Leander endorsement of their activity, a viewpoint expressed by a group or by a participant in a meeting or activity, or the person or participants involved.
 - (a) No advertisement or announcement for an event to be held in a meeting room at the Library may state or imply the sponsorship or endorsement of the Library or the City of Leander.
 - (b) Publicity – any printed publicity must contain the statement: “This program is not sponsored by City of Leander Public Library.” Publicity is not to include the LPL’s logo or telephone number, nor may LPL’s name and address be used as a mailing address.
 - (c) An announcement or notice to publicize an activity to be held in a LPL meeting room may not be posted or distributed on Library premises without advance approval from the Library Director or the Director’s designee.
- Any food and beverage served during the use of a LPL meeting room must stay inside the room, and trash shall be placed in appropriate trash receptacles.
- Smoking, including e-cigarettes and alcoholic beverages are not allowed.
- Those using a LPL meeting room shall comply with federal, state, and local laws as well as the rules, regulations, and policies of LPL.

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- If any damage happens during a meeting event, the individual or group is responsible. That includes any and all damages to the facilities, equipment, or property, and includes cost of labor, materials, and supplies to repair or replace the damage.
- Questions not addressed in this policy should be directed to the Library Director.

Who May and May Not Use a Meeting Room?

- A Library meeting room may be reserved by a not-for-profit, non-commercial group of at least three individuals engaged in an educational, cultural, intellectual, or civic activity.
- Only adults age 18 or older may reserve the room and agree and enter into the Meeting Room Use Agreement.
- A child under the age of 10 may not be in a meeting room unless accompanied by a person who is at least 17 years of age, and who is responsible for the child's behavior.
- A meeting room may not be used for commercial purposes. *(Commercial usage/purposes, i.e., where personal or business profits are the chief aim of the meeting. No sale of goods or services or the solicitation for future sales or services will be permitted without prior Library Administration approval. "Solicitation" is any act or attempt to advertise, market, or sell any product or service. Public property, such as City of Leander buildings, facilities, parking lots, grounds and other real property, is held in trust for the public. It is to be used for governmental and public purposes and governmental property is not to be used for private gain.)*
- A meeting room may be used for political or religious purposes per City Council approval on February 15th, 2018.
- A meeting room may be used to provide a direct healthcare service, including an examination, a hands-on demonstration, or a treatment. Additionally, a meeting room may be used for a forum on or the sharing of information about healthcare services.
- Permission to use Library meeting rooms will be withheld from a group that has failed to comply with the Meeting Room Policy or from a group that has damaged a meeting room, the carpet, equipment, or furniture, or caused a disturbance.

Reserving a Meeting Room

- Requests for the use of a meeting room may be made: a. online through the Parks and Recreation Registration software, b. in person at the Parks and Recreation Offices, or c. in writing/email to the Parks and Recreation Department, two or more weeks in advance, up to 6 months in advance. The Parks and Recreation Department will consider requests on a first-come, first-served basis upon receipt of a completed Meeting Room Rental Agreement and Reservation Agreement Form, rental fee and security deposit.
- Reservations must be paid in full two weeks prior to the rental event. Reserved blocks of time include set-up and clean-up time.
- The payment includes the rental fee and security deposit. The individual making the reservation will be held responsible for any damages or clean-up costs that may occur as a result of the use of the facility. The security deposit shall be refunded in full if there is no damage incurred and all rental policies are followed.

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- Room rentals include the use of tables, chairs, trash receptacles and kitchen facilities if requested. Renters must provide any utensils, dishes, paper products, extension cords, cleaning supplies, etc. that may be needed.
- A group that is cancelling a meeting must provide notice of the cancellation to the Parks and Recreation staff 48 hours or more in advance. Cancellation notification may be made by phone, email or in person.
- Cancellations must be made seven (7) days prior to the event to receive a full refund. Cancellations made less than seven (7) days prior to the event will be refunded the deposit only. No-shows will forfeit the rental fee and deposit.
- If a group fails to appear for their meeting without making a cancellation, all future reservations of the group may be cancelled.
- Meetings may not be scheduled before or after library hours. Group representatives may not enter library buildings, nor will deliveries be accepted, before the regular opening time.
- A group may not assign or transfer its reservation to another group.

Care and Use of a Meeting Room

- A group or customer using a meeting room may not make noise that disturbs another Library customer or the Library staff.
- A group or customer using a meeting room must completely vacate the room at least 15 minutes before the Library's closing time.
- A group or customer may not affix, tape, or fix with an adhesive any item to any part of a meeting room, including a wall, door, window treatment, or woodwork without prior consent from the Library Director.
- A group or customer must leave a meeting room in the condition in which the room was found. Walls must be free of any markings, tape, staples, and all trash should be removed. Failure to do so may result in a deduction from the security deposit.
- The Library does not set up or arrange furniture or equipment in a meeting room.
 - (a) If a group or customer rearranges the furniture, the group or customer must return the furniture to the original arrangement before leaving the room.
 - (b) A group or customer may not bring furniture or equipment from the main area of the library into a meeting room.
 - (c) A group may bring its own furniture or equipment into a meeting room with advance approval by the Library Director.
 - (i) Arrangements for the use of such furniture or equipment must be made at the time the room is reserved.
 - (ii) A group or customer must notify the Library Director when furniture or equipment is brought into the Library, and must promptly remove the furniture or equipment at the end of the meeting.
 - (d) A group or customer may not store equipment, furniture, supplies, or personal effects in a meeting room before or after use.

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- A group or customer may not leave trash in a meeting room. A group that has produced trash during a meeting must remove that trash from the meeting room at the end of the event.
- The Library does not provide audio, video or other equipment other than that which is already installed in the room. Written instructions for the use of the equipment within the meeting room are posted in the room. The Library does not assist with the equipment.
- Building exits must be kept unlocked at all times. Open aisles must be maintained within the seating arrangement to provide clear access to exits.
- Public entrances are to be used for all access to and from the building, including all deliveries.
- Use of a meeting room is limited to the capacity of the individual meeting room. Seating or furniture may not be placed in a corridor outside the meeting room.
- Food and Drink in a Meeting Room:
 - (a) Full kitchen facilities or equipment are not provided by the Library, except for a small kitchenette (refrigerator, microwave) in meeting room "C".
 - (b) Protective mats or tablecloths must be used on tables when refreshments are being served.
- The individual making the reservation, as well as the group as a whole, is responsible for damages that result from the group's use of the meeting room.
- The City is committed to compliance with the Americans with Disabilities Act. To the extent not presently in place, reasonable accommodations will be provided on request.

Costs

Conference Room C (200 people maximum with stadium seating style/100 people using tables and chairs): The following Rental Rates apply:

| Rental Type | Deposit | Resident | Non-Resident |
|---------------------------------|----------------|--------------------------------|---------------------|
| Non-Profit (2 Hour Base Rental) | \$150.00 | \$50.00 | \$75.00 |
| Non-Profit Additional Hours | | \$25.00 | \$25.00 |
| For-Profit Organization | \$150.00 | \$125.00 | \$150.00 |
| For-Profit Additional Hours | | \$50.00 | \$50.00 |
| Use of Kitchenette | | \$10/hour – with a max of \$40 | |

Conference Room D (Seats 10-15 people with tables and chairs. White board is available.)

| Rental Type | Deposit | Resident | Non-Resident |
|---------------------------------|----------------|-----------------|---------------------|
| Non-Profit (2 Hour Base Rental) | \$150.00 | \$15.00 | \$25.00 |
| Non-Profit Additional Hours | | \$5.00 | \$5.00 |
| For-Profit Organization | \$150.00 | \$40.00 | \$50.00 |
| For-Profit Additional Hours | | \$5.00 | \$5.00 |

Conditions of Use

- Safety – Users must take all necessary precautions to ensure the safety and well-being of all participants.

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- Smoking and alcoholic beverages are not allowed.
- Fireworks, explosives, highly flammable candles and aerosol sprays are prohibited
- Indemnity and Liability – The user agrees to indemnify and hold harmless City of Leander Public Library and its officers, agents, and employees from all loss, liability, claims or expense. The user assumes all risks of loss, damage, or injury, including death or property damage, resulting from the use by user of the Library facilities and services. LPL assumes no liability whatsoever for any property placed by the user or any person attending a user-sponsored event in or about Library premises.
- Organizations claiming nonprofit status shall be asked to provide a copy of their IRS Form 501(c)(3), or a Tax Exempt Certificate.
- Any users with anticipated attendance of 100 or more shall be asked to provide the Library with a copy of their Certificate of Liability Insurance showing general liability coverage in the amount of \$500,000. The Certificate of Insurance must list City of Leander as an additional insured.
- Accessibility and Compliance – It is the responsibility of the user reserving a meeting/conference room to ensure that the room meets any ADA accessibility requirements that their guests may need. The City of Leander is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request.
- Reservation of Rights – The Parks and Recreation Department reserves the right to prohibit or revoke use of Library Annex meeting rooms, due to improper use or prior misuse of facilities, failure to abide by the provisions of this policy, and/or failure to compensate the library for use and/or damages to the facility.
- Non-discrimination - When using a meeting room, it is understood that the main Library building will remain available to all customers on a non-discriminatory basis. Participation in conference room activities must be free from discrimination on the basis of race, religion, ethnicity, gender, disability, and age.
- Waiver of Terms – The Parks and Recreation Director reserves the right to waive or vary any provision in this policy when doing so would more effectively serve the public's interest, except when prohibited by law.

PROPOSED AGREEMENT

MEETING ROOM RENTAL AGREEMENT

City of Leander 8-2019

THIS AGREEMENT is made and entered into on this date by and between the Meeting Room User (User) and the City of Leander. NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Schedule and Payment: User may lease and use the Library's meeting room at the location and on the date, time, and at the applicable fees as stated in the room request.
2. Use of Premises: User shall inspect the premises and facilities and accept the premises and facilities in their present condition and shall not alter or change the facilities without written approval of the Library. User will not put any holes into or use any substance that would leave residue on doors, windows, walls, furniture or fixtures or equipment in and about the premises. User shall bring in and remove all equipment used in connection with the function or event for which the room is leased in such a manner as not to interfere with the normal operation of the Library, and will remove all such equipment promptly, or pay such additional usage or storage fees as may be determined appropriate by the Library. Upon the termination of the use, the premises shall be returned in the same condition as received by the User. The meeting room is available only during hours that the main Library building is open to the general public; and the User, including all members and invitees of the User, must vacate the building before the normal closing time of the Library building.
3. Right to Cancel; Termination of Agreement: The Library may at any time cancel without penalty or obligation any reservation for the use of a Library Annex Meeting room:
 - If the space is needed for City purposes due to any act of God or for conditions beyond the control of the City such as weather conditions, catastrophic events, damage or necessary repairs to the room or overall facilities, malfunction of or suspension of utility services or closing of the building for any reason related to the usability or safety of the building, the City may cancel at any time up to and including the time for the event. The City will endeavor to give as much warning to the User as possible.
 - If the reservation is of an ongoing nature, the City shall cancel as soon as possible after learning that the User has at any time violated Library policies respecting the use of its meeting rooms, or if the full amount of any fees, including any additional charges or expenses due hereunder have not been paid.

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- In the event the Library cancels a reservation or use of Library premises under this paragraph, any prepaid fees will be refunded to the User, unless such fees or expenses are outstanding to the City.

If User cancels a reservation, the User shall be liable for any out-of-pocket costs incurred by the Library specifically in preparation for the Library fulfilling this agreement to make meeting room space and Library premises available for use by User. Cancellations made not less than seven (7) days prior to the event will receive a full refund. Cancellations made less than seven (7) days prior to the event will be refunded the deposit only. No-shows will forfeit the deposit and rental fee. Cancellation notification may be made by phone, email or in person.

4. Indemnity and Damages: All Users and persons invited to attend a User sponsored events using Library facilities take the premises "as is" and assume all risks of loss, damage, or injury, including death or property damage, resulting from the use by User of the Library facilities and services under this agreement.

5. The Library and the City of Leander assume no liability whatsoever for any property placed by the User or any person attending a User sponsored event in or about Library buildings or properties. User assumes responsibility for replacement or repair of any damage to the equipment, accessories or room (i.e. building, carpet, furniture, equipment, etc.) and agrees to return the room to its original condition and furniture arrangement. Failure to do so will result in loss or reduction of deposit.

6. The User shall indemnify, hold harmless and defend the City of Leander, the Library and employees from and against any and all liability or financial loss, costs or expenses (including reasonable attorney's fees and legal costs) resulting from any suit, claim, loss or action brought against the City, the Library, and/or employees which arises or results directly or indirectly from the use of the Library's facilities or services under this agreement by the User or its sponsor, spectators, participants, members, officers, directors or agents.

7. Use of Meeting Room: The use of any Library Annex meeting room is subject to the terms and conditions of this "Meeting Room Rental Agreement." The use of any meeting room is also subject to all governmental laws, ordinances, regulations as well as the "Library Meeting Room Policy" and all Library rules.

Library rules applicable to Library buildings, open areas and meeting rooms include but are not limited to the following:

- a. No alcohol, controlled substance, tobacco or electronic cigarette use is permitted inside the Annex meeting rooms;

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- b. No gambling on Library property;
- c. Fireworks, explosives, highly flammable candles and aerosol sprays are prohibited;
- d. Attendees cannot exceed stated room capacity;
- e. Users who misrepresent an event or affiliation to avoid compliance with these policies or with the general policies of the Library may have reservation privileges suspended and may incur additional fees or charges;
- f. All use of the meeting rooms must end 15 minutes before the Library closes, including clean-up time. Library premises must be vacated when the main Library building closes.

User will use best efforts to obtain compliance by all persons involved with or attending any meeting under this Agreement. Library reserves the right to enter any facility or meeting room on Library business at any time when deemed reasonably necessary by the Library.

CITY OF LEANDER

USER

By: _____
Name: _____
Title: Parks and Recreation Director

By: _____
Name: _____
Title: _____

PROPOSED AGREEMENT

Payment Method: _____ Cash _____ Check _____ Visa _____ MasterCard _____ American Express

_____ Amount _____ Date Received

_____ Check Number (make payable to City of Leander)

_____ Visa/ MC / AMEX#

_____ Exp. Date

_____ \$2.00 Credit Card Service Fee for charges over \$10.00

_____ Remainder due prior to event (Events are required to be completely paid 2 weeks prior to the event)

_____ Total refund amount (if applicable)

Name and address for refund amount:

Staff Signature

Lead Staff Initials

Refund Amount _____ Refund Approval _____ Date _____