

# MEETING ROOM USE AGREEMENT

Adopted by the EVPL Board of Trustees 6/8/2017

THIS AGREEMENT is made and entered into on this date by and between the Meeting Room User and the Evansville Vanderburgh Public Library (Library).

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

- 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.
- 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 meeting 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 building is open to the general public; and, the User, including all members and invitees of User, must vacate the building before the closing of the Library building.
- Right to Cancel; Termination of Agreement:** *The Library may at any time, up to and including the time of the scheduled use, cancel without penalty or obligation any reservation for the use of a meeting room if the space is needed for Library purposes, if the User has at any time violated Library policies respecting the use of its meeting rooms, or if the full amount of any fees due hereunder have not been paid.* The Library may also cancel without penalty any reservation on account of any act of God or for any conditions beyond the reasonable control of the Library such as damage to all or any part of the Library premises, any malfunction or suspension of services or utilities, severe weather conditions, a catastrophic event, closing of the building for public use, or for any reason related to the usability or safety of the building. 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. 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. The Library will refund any prepaid fees if notice of cancellation is received at least 48 hours before the time scheduled for use.
- Indemnity and Damages:** All Users and persons attending 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. Library "facilities" and "premises" includes not only meeting rooms but the entire building, parking lot and grounds.

5. The Library assumes 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 agrees that all persons on Library premises because of User's event (participants, members, invitees, etc.) are under the direct and complete control of the User. As such, the User is liable for all damages resulting from a participant's use of the Library's facilities and services. User shall reimburse the Library for all damages to its facilities or equipment resulting from the use of the same.
6. THE USER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE LIBRARY, ITS BOARD OF TRUSTEES, OFFICERS, 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 LIBRARY, ITS BOARD OF TRUSTEES, OFFICERS, 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 SPONSORS, SPECTATORS, PARTICIPANTS, MEMBERS, OFFICERS, DIRECTORS OR AGENTS.
7. Notwithstanding the foregoing, if the User is a governmental entity or a public employee acting within the scope of his or her employment, then the provisions of this Section 4 will not apply so as to increase in any way the combined aggregate liability of the User as limited under I.C. 34-13-3-4.
8. **Use of Meeting Room:** The use of any Library meeting room is subject to the terms and conditions of this "Meeting Room Agreement." The use of any Library meeting room is also subject to all governmental laws, ordinances, regulations as well as the "Library Meeting and Study Room Policy" and all Library rules. Library rules applicable to Library buildings and meeting rooms include but are not limited to the following:
  - a. No alcohol, controlled substance or tobacco use is permitted on or about any Library property;
  - b. No solicitation or 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 meetings must end 15 minutes before the library closes. Library premises must be vacated when the 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.

Organizations claiming nonprofit status may be asked to provide a copy of their IRS Form 501(c)(3), Articles of Incorporation, or a Tax Exempt Certificate.

For-profit and business users will provide the Library with a Certificate of Liability Insurance in the amount of \$500,000. The Certificate of Insurance must list Evansville Vanderburgh Public Library as Certificate Holder and as an additional insured.

Depending on the nature of the event, the Certificate of Liability requirement may be waived at the discretion of the location manager.

- A. **Affirmative Action Policy:** It is the policy of the Library to be in full compliance with all Federal, state, and local non-discrimination and equal opportunity laws, orders and regulations relating to race, sex, creed, religion, color, culture or ethnicity, sexual orientation, individual lifestyle, political affiliation, physical limitation, age, national origin, or status as a disabled veterans or veterans of the Vietnam era.
- B. **Compliance with Americans with Disabilities Act:** The User agrees to comply with all applicable requirements of the ADA in assuring the availability of auxiliary aids and services required by any employees and attendees of any event. The User shall be solely responsible for the cost of any such auxiliary aids and services. The User agrees to indemnify, hold harmless, and defend the Library, its Board of Trustees, officers and employees from and against any claims resulting from the User's failure to comply with ADA standards for access to its programs and services.
- C. **Financial Considerations:** User shall pay all fees in advance by credit/debit card when a Meeting Room Request is submitted; or by cash/check within forty-eight (48) hours of the scheduled meeting date. If any required fee or sum is not paid promptly when due or in the event the User shall violate any of the terms of the Meeting Room Agreement, User shall be required to vacate the premises and the Library shall retain all sums received prior to such termination. Early termination of this agreement shall not relieve User of any liability for acts prior to User vacating the premises or as a consequence of User occupying or arranging for occupying the premises.
- D. **Kitchen Use:** Some Library facilities have kitchens attached to the meeting rooms. If so, these rules apply:
  - a. The group must bring its own food and beverages, all dishes and cutlery. The group itself must also supply disposable items such as napkins and paper cups or plates.
  - b. The refrigerator, range, microwave oven and other appliances may be used to cool or heat food but not for extensive beforehand preparation.
  - c. The group may use the sink to clean utensils, dishes and table service, but they must provide their own dishcloths, towels and detergent.
  - d. The kitchen and meeting room must be left clean and in order. Trash and garbage should be left in closed plastic bags or removed from the premises (depending on branch preference).

- I. **Audiovisual Equipment:** Depending upon availability, User may use Library audiovisual equipment provided that it is requested no less than seven (7) days in advance and user understands that Library staff may not be available to provide technological assistance during or for the duration of the time of user's event, meeting, or gathering. User will be responsible for the actual cost of repair and/or replacement of any pieces of equipment which User or an invitee of User damages.
- II. **Youth and Children:** Children may use Library meeting rooms only if they are properly supervised by an adult. Children without adult supervision may be denied usage of a meeting room. The Meeting Room Agreement must be signed by an adult (someone age 18 or older) who undertakes the responsibility as "User" under the Agreement.
- III. **Assignment:** User may not assign or in any way transfer its rights under this agreement. Nothing in this agreement shall imply any sponsorship, partnership, joint venture, or other association between the Library and the User. The User shall have sole responsibility for the content and the conduct of its activities on Library property. The Library's name shall not be used to suggest co-sponsorship or endorsement of any activity without prior written approval of the Library.
- IV. **Additions and Deletions to Agreement:** Extra charges may be assessed for services, whether requested by User or deemed reasonably necessary by the Library, outside the scope of the initial agreement. These charges must be approved by both parties prior to incurring the additional charges. Any modifications of this Agreement must be in writing signed and dated by both parties and if modifications are made on the face of this Agreement such modification must be initialed and dated by both parties.

