

CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Library

AGENDA DATE: 9-16-08 City Council Meeting – Consent Agenda

CONTACT PERSON/PHONE: CAROL BREY-CASIANO (543-5406)

DISTRICT(S) AFFECTED: Citywide

SUBJECT: Resolution

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Resolution THAT City Council approves the rental agreements between the Library and individuals or entities desiring to rent Library space and facilities by agreement in substantial conformity with the Special Events Use Agreement, attached as Exhibit "A".

THAT the City Council finds that the fee reductions described hereinabove and in the El Paso Public Library Facility Rental Policy, attached as Exhibit "B", constitute an important public purpose or benefit to the City and citizens of El Paso for which the City is willing to utilize City resources and provide services in order to directly support the mission of the El Paso Public Library and advance the spirit of the public education and public service program aspect of the mission of the El Paso Public Library.

THAT the City Council finds that the use of community rooms without charge, as allowed in the Meeting Room Policy, attached as Exhibit "C", constitute an important public purpose or benefit to the City and citizens of El Paso for which the City is willing to utilize City resources and provide services in order to directly support the mission of the El Paso Public Library and advance the spirit of the public education and public service program aspect of the mission of the El Paso Public Library.

..

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

With the expansion and renovation of the Main Library, requests for the use of the auditorium, meeting rooms, and other spaces for exhibits and special events have increased. The Branch facilities have also experienced an increase in requests for use of facilities.

With this increased interest in use of library facilities, and specifically for special events where organizations are requesting to serve and/or sell alcoholic beverages and food, it became necessary to establish a Special Events Use Agreement for those special events that may require more staff time, security and other specific needs.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Only the Fee schedule has been approved by City Council in the past.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

No funds required; the Library will provide use of facilities as outlined in the Facility Rental Policy and Special Events Use Agreement.

BOARD / COMMISSION ACTION:

CITY CLERK DEPT.
08 SEP - 8 PM 2:07

Enter appropriate comments or N/A

N/A

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) Mark Shoemith FINANCE: (if required) _____

DEPARTMENT HEAD: Carol A. Brey-Cassara

(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: Jaqueline Felton

DATE: 9/8/08

CITY CLERK DEPT.
08 SEP -8 PM 2:07

RESOLUTION

WHEREAS, the El Paso Public Library has developed a facility use and rental policy for approval by the City Council; and

WHEREAS, the Library's mission as stated in its strategic plan is that the El Paso Public Library serves our diverse community through information access, cultural enrichment, and lifelong learning ("Mission Statement").

WHEREAS, the offering of free rental for space normally rented for events, as well as free security, audio-visual equipment/operator, and Library staff fees for those Library fundraising and related supporting and promotional events held by organizations whose sole purpose is the financial support of the Library, and other organizations where the sole purpose of the event is fundraising for the Library or the presentation of programs which promote and support the services, exhibits and special events of the Library, directly furthers the mission of the Library; and

WHEREAS, free or reduced fee events shall not displace paying customer events and Library events; and

WHEREAS, the rental agreements between the Library and individuals or entities desiring to rent Library space and facilities shall be in substantial conformity with the Special Event Use Agreement form attached hereto as Exhibit "A".

WHEREAS, Community rooms in the Library have traditionally been made available without charge to non-commercial community groups and individuals during regular library hours pursuant to the Meeting Room Policy attached hereto as Exhibit "C".

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the City Council approves the rental agreements between the Library and individuals or entities desiring to rent Library space and facilities by agreement in substantial conformity with the Special Events Use Agreement, attached as Exhibit "A".

THAT the City Council finds that the fee reductions described hereinabove and in the El Paso Public Library Facility Rental Policy, attached as Exhibit "B", constitute an important public purpose or benefit to the City and citizens of El Paso for which the City is willing to utilize City resources and provide services in order to directly support the mission of the El Paso Public Library and advance the spirit of the public education and public service program aspect of the mission of the El Paso Public Library.

THAT the City Council finds that the use of community rooms without charge, as allowed in the Meeting Room Policy, attached as Exhibit "C", constitute an important public purpose or benefit to the City and citizens of El Paso for which the City is willing to utilize City resources and provide services in order to directly support the mission of the El Paso Public Library and advance the spirit of the public education and public service program aspect of the mission of the El Paso Public Library.

ADOPTED this _____ day of _____ 2008.

THE CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen,
City Clerk

APPROVED AS TO CONTENT:



Carol Brey-Casiano, Director
El Paso Public Library

APPROVED AS TO FORM:



Mark Shoemith
Assistant City Attorney

CITY CLERK DEPT.
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Exhibit A

STATE OF TEXAS

CITY } CLERK DEPT.
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COUNTY OF EL PASO

SPECIAL EVENTS USE AGREEMENT
MAIN LIBRARY: Atrium; Auditorium;
Galleries; Branch meeting rooms

This Special Events Use Agreement (hereinafter "Agreement") is made and entered into on this _____ day of _____, 20 ____, by and between the City of El Paso, a municipal corporation (hereinafter "CITY") and _____ (hereinafter "USER").

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. REPRESENTATIONS

1.1 USER desires to use a portion of the El Paso Public Library, located at _____ [Insert Address Here], El Paso, Texas (hereinafter "Library") for _____ on _____ (hereinafter "Event"), and thus, enters into this Agreement with the CITY; and

1.2 USER'S use of the facilities serves the public purpose of promoting public and private programs to further the development and public awareness of literary and cultural affairs in the community;

2. **USE AGREEMENT** USER and CITY agree that the CITY hereby grants to USER a non-assignable right for USER to use a portion of the Library. The use of the Library by USER for said Event may include the following spaces:

- _____ Auditorium (Main Library)
- _____ Atrium (Main Library)
- _____ 2nd Floor Gallery (Main Library)
- _____ Maud Sullivan Gallery (Main Library)
- _____ Branch, _____ (specify area in the branch library),

Use of the library includes the adjacent areas within the structure and access to the bathroom facilities designated by City.

3. USE OF PROPERTY

3.1 USER understands and agrees to keep the Library in good repair and condition during the term of this Agreement. Further, USER understands and agrees to reimburse the CITY for the cost of any theft, cleaning or necessary repair to the Library occasioned by damage arising from the Event, as determined to be reasonably necessary in the judgment of the Director of the El Paso Public Library or her designee (hereafter, the "Director").

3.2 **FLOORING** USER agrees and warrants that it will not slide nor drag furniture, equipment or other materials connected with said Event across the floor of the Library. Furniture, equipment or other materials with casters may be rolled across the

floor with prior approval of the Director. It is expressly understood and agreed that the cost of any damage to the Library floor during the Event, including but not limited to set-up or take-down and/or sliding or dragging of furniture, equipment or other materials, will be reimbursed by the USER to the CITY, within fifteen (15) days written notice from the CITY to the USER.

4. **DURATION AND SCOPE** The CITY agrees that USER may use the Library from .m. through .m., _____, 200__ for the specific purpose of the Event. USER agrees that the Library will be vacated and that all equipment and other items connected with the Event shall be removed from the Library no later than .m. on _____, 200__. In the event that the USER fails to vacate the Library and remove all equipment and other items connected with the Event as specified in this Agreement, the CITY may, at its option and within its sole discretion, either extend the time for removal or remove said materials and charge the cost thereof to the USER. The USER agrees to pay all reasonable cost(s) incident to such removal by the CITY.

5. **CONSIDERATION** As consideration for the use of the Library for said Event, the USER shall pay the CITY the sum of _____ AND _____ /100 DOLLARS (\$) on or by _____. Failure to make such payment will result in cancellation of this Agreement. This fee is in addition to the fees specified in paragraphs 7.3 and 7.4 of this Agreement.

6. **INDEMNIFICATION** AS A CONDITION OF THIS AGREEMENT, USER SHALL INDEMNIFY, DEFEND AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, INCLUDING BUT NOT LIMITED TO ALL JUDGMENTS, SETTLEMENT AMOUNTS, ATTORNEYS' FEES, COURT COSTS AND EXPENSES INCURRED IN THE INVESTIGATION, HANDLING, DEFENSE AND LITIGATION OF ANY CLAIM OR SUITE, INCLUDING BUT NOT LIMITED TO ANY CLAIM OR SUIT FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES OR DEATH TO ANY PERSON REGARDLESS OF THE MERITS OF OR OUTCOME OF SUCH CLAIM OR SUIT ARISING OUT OF OR RELATED TO THIS AGREEMENT. USER FURTHER EXPRESSLY AGREES TO INDEMNIFY THE CITY FROM ANY AND ALL CLAIMS ARISING, IN WHOLE OR IN PART, FROM THE ACTS OR OMISSIONS OF THE CITY, EVEN WHERE SUCH CLAIMS MAY INVOLVE NEGLIGENCE OR ALLEGATIONS OF NEGLIGENCE ON THE PART OF THE CITY, ITS OFFICERS, EMPLOYEES, REPRESENTATIVES OR AGENTS.

7. **TERMS AND CONDITIONS:**

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CITY CLERK DEPT.

7.1 **FOOD AND DRINK** Food and drink may _____ may not _____ be served in the following designated area of the library as part of the Event: _____ The library requires food to be catered. _____ yes _____ no. If Catering is required, the name of the company providing the catering is: _____.

7.1.1 **FLAMES** Use of any type of fire or flame for food or refreshment preparation and/or service is _____ prohibited _____ allowed. If allowed, the area where flames may be used is limited to: _____.

7.1.2 **LIQUOR** USER is [_____ granted permission] [_____ not granted permission] to serve alcoholic beverages as a part of the event. USER and its caterer [if applicable] shall comply with all liquor licensing requirements. No alcoholic beverages may be brought into the Library by USER unless permission is granted by the City Manager or his/her designee, as indicated in this paragraph. This prohibition applies to all invitees of USER.

7.1.2.1 **INSURANCE** - Serving alcohol: USER understands and agrees that it shall provide liability insurance coverage for serving alcohol, in an amount no less than \$1,000,000.00 for the term of this Agreement. Said policy is in addition to the insurance requirements set out in Section 7.6 below in this Agreement and may be provided through USER'S caterer.

7.1.2.2 **ADDITIONAL INSURED:** USER further agrees to obtain an insurance policy that includes the CITY as an additional named insured on the policy relating to the service of alcohol. A copy of the insurance policy, or certificate of insurance, issued by an insurance company authorized and licensed to do business in the State of Texas and reflecting the coverage required by this Agreement for service of alcohol, shall be furnished to the Director prior to the Event. Failure to provide the required proof of insurance, naming the CITY as an additional insured, shall result in the cancellation of this Agreement.

7.2 **SMOKING** No smoking will be permitted within the Library during said Event, as required by Chapter 9.50, El Paso Municipal Code. Violators will be reported to the Fire Department and/or Police Department for potential prosecution.

7.3 **SECURITY** The CITY will provide security guard service during said Event, including the time for set-up and take down of equipment and other items connected with the Event. USER understands and agrees to pay the cost for the security guard(s). The Director shall determine the number of security guards for which USER must pay. Security guard fees shall be in addition to the rental fee.

The cost for security guard(s) for the Event is \$ _____. USER agrees to pay the costs of the security guard(s) within thirty (30) days after receipt of an invoice from the City.

7.4. **EVENT STAFF** The City will provide event staff service during said Event, including set-up and take down of equipment and other items connected with the event. USER agrees to pay the cost of the event staff within thirty (30) days after receipt

of invoice from the City. The charges for event staff will be at the rate of \$ _____ per hour per person. The Director shall determine the number of event staff for which USER must pay. Event staff fees shall be in addition to the rental fee.

7.5 NUMBER OF ATTENDEES USER understands and agrees that, by order of the Fire Marshal, the number of attendees for said Event shall not exceed _____, without prior written approval by the Fire Marshal. USER further understands and agrees that if the number of people present during the Event exceeds the number authorized by the Fire Marshal, the Event will be terminated and all attendees will be instructed to leave. Failure to leave will result in criminal prosecution.

7.5.1 USER understands and agrees that if it violates any condition imposed by the Fire Marshal, the Event will be terminated and all attendees will be instructed to leave. Failure to leave will result in criminal prosecution.

7.5.2 USER further understands and warrants that it will ensure compliance with any and all orders and/or directives of the Fire Marshal or security guards relating to fire or other matters of safety.

7.5.3 USER understands and acknowledges that it shall pay directly to the Fire Department any fees or charges for the attendance of Fire Inspectors at said Event that the Fire Marshall requires or deems necessary to ensure safety and compliance during the Event. Such fees or charges shall be in addition to rental fees and charges paid to the Library, as set forth in this Agreement.

7.6 INSURANCE USER understands and warrants that it shall provide liability insurance coverage in no less than the following amounts: \$250,000 per individual per occurrence for personal injury; \$500,000 per occurrence for personal injury for more than one person; \$100,000 for property damage (including damage to the rented premises) for the term of this Agreement.

7.6.1 USER agrees to obtain an insurance policy that includes the CITY, as owner of the premises used to conduct the Event, as an additional named insured. A copy of the insurance policy, or certificate, issued by an insurance company authorized and licensed to do business in the State of Texas and reflecting the coverage required by the Agreement, shall be furnished to the Director prior to USER'S use of the Library. Failure to provide the required proof of insurance, naming the CITY as an additional insured, shall result in the cancellation of this Agreement.

7.6.2 As an alternative to providing the liability insurance coverage as described above, USER may, at its option, elect to be covered by liability insurance obtained by the CITY for events at the Library by paying to the CITY the prorated share of the premium for such insurance. Such prorated premium shall be at the following rates: events with 1-500 attendees shall be \$ _____ per day.¹ Coverage for an additional named insured, if requested, will require an additional fee of \$50.00 for each entity named as an additional insured. In the event USER elects to obtain the CITY-provided coverage, payment shall be made with and in addition to all other fees required of USER in this

¹ Based on current rate set by city's insurance company.
Library/ special use contract
Document #:37145MSHO

Agreement. The alternative insurance described in this paragraph is available to USER only upon approval of City's insurance carrier.

7.6.3 WORKERS' COMPENSATION USER hereby states and warrants that any entity providing services to USER during said event fully comply with all workers' compensation requirements in the State of Texas. USER'S employees, servants agents and the employees of USER'S contractors shall not be deemed or construed as City employees for any purpose including, but not limited to workers' compensation coverage.

7.7 SAFETY USER shall comply with all applicable laws, ordinances and regulations and shall encourage its participants in the Event to comply with all applicable laws, ordinances and regulations. USER shall exercise every precaution for the safety of public and private property and persons.

7.8 DISCRIMINATION USER, its officers, agents, servants, employees, volunteers and third parties will not discriminate on account of race, color, religion, sex or national origin, nor will it permit or allow any discrimination in the work done pursuant to this Agreement. Admission to the Library for the Event covered by this Agreement shall not be denied to any person described in Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973.

7.9 ISSSUE ADVOCACY: USER shall not represent that the City of El Paso is in support of or in favor of any issue advocacy in connection with USER'S use of the Library.

7.10 LIABILITY USER expressly warrants and understands that, in all things relating to this Agreement, the CITY is performing a governmental function, as defined by the Texas Tort Claims Act. USER further expressly warrants and understands that every act or omission of the CITY that, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.

7.10.1 The CITY will not be liable to USER, nor any person claiming rights for incidental, consequential, special, punitive or exemplary damages of any kind, whether based on tort, contract or other theory of recovery, including but not limited to lost profits, loss of business, injury to property, mental anguish, emotional distress, negligence, and any other expenses or economic damages, as a result of breach of any term of this Agreement, regardless of whether the CITY was advised, had other reason to know, or in fact knew of the possibility thereof.

8. LIMITATION ON LIABILITY In no event shall the CITY's aggregate liability to USER, including any person or persons whose claim or claims are based on or derived from a right or rights claimed by USER, with respect to any and all claims at any and all times arising from or related to the subject matter of this Agreement, whether in contract, tort or any other cause of action, whether based on statute or common law, exceed the amount of

consideration actually paid by the USER to the CITY under the terms of this Agreement.

9. **CLEAN UP** USER agrees that it will remove from the Library and contiguous areas all trash and litter generated by the Event. USER will clean up litter and/or trash and place the same in the Library trash receptacles on site.

10. **COMPLIANCE WITH LAWS** USER shall comply with all applicable federal, state and local laws and regulations, all City ordinances and all codes and regulations. Failure to do so in any manner that materially impairs the quality of performance hereunder or affects the administration of the funds provided hereunder shall constitute a material breach of this Agreement.

11. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

12. **CHOICE OF LAW.** The parties agree that this Agreement shall be construed in accordance with and under the laws of the State of Texas.

13. **VENUE.** Venue shall be in the County of El Paso, Texas.

14. **PLACE OF PERFORMANCE.** The place where this agreement is to be performed is in the City of El Paso, Texas.

15. **COMPLIANCE WITH LAW.** USER shall comply with all Federal, State and local laws and ordinances applicable to this Agreement.

16. **NOTICE:** Any notices required under this Agreement shall be sent by Certified mail return receipt requested, postage prepaid to the City or USER at the following addresses

CITY:

Contact Person: _____
Address: _____
City: _____
Phone: _____

And:

Director of the El Paso Public Library
501 N. Oregon
El Paso, TX 79901

USER:
Contact person: _____

08 SEP - 8 - PM 2:08
CITY CLERK DEPT.

Address: _____
City: _____
Phone: _____

17. **EFFECTIVENESS** This Agreement shall be effective as of the date the CITY delivers this Agreement to USER. All proposals, negotiations, notices and representations with reference to matters covered by this Agreement are merged in this instrument, and no amendment or modification thereof shall be valid unless evidence in writing is signed by both parties.

17.1 The person signing this Agreement on behalf of the USER warrants that he/she has the authority to do so and to bind the USER to this Agreement and all the terms and conditions contained herein.

18. **ENTIRE AGREEMENT** This Agreement constitutes and expresses the entire agreement of the parties hereto in reference to any of the matters herein provided for or herein discussed or mentioned in reference to the providing of such services, all promises, representatives, and understandings relative hereto being herein merged.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 20__.

THE CITY OF EL PASO

By: _____

Title: City Manager or his/her designee

USER:

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Assistant City Attorney

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ATTACHMENT "A"

Library Fee Schedule

Main Library Atrium: \$50.00 per hour
Main Library auditorium: \$50.00 per hour
Main Library galleries: \$25.00 per hour
Branch Libraries \$25.00 per hour
Computer lab/class rooms \$50.00 per hour

The following fees shall be based on the actual cost to the City

Security officer (each) \$_____ per hour
Event staff (each) \$_____ per hour
Insurance costs \$_____ per day

**EL PASO PUBLIC LIBRARY
Facility Rental Policy**

CITY CLERK DEPT.

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1. Eligible Organizations

Individuals and entities (“Groups”) using the El Paso Public Library facilities (“Library”) must comply with all laws and City Policies and Procedures for such use.

The library’s mission as stated its strategic plan is that the Library serves our diverse community through information access, cultural enrichment, and lifelong learning (“Mission Statement”).

Support Organizations are Groups whose sole purpose is the financial support of the Library and other Groups when the sole purpose of their event is fundraising for the Library or the presentation of programs that promote and support the services, exhibits and special events of the Library.

Only Support Organizations shall be eligible for the reduction of fees allowed hereafter.

2. Fees

All Groups shall pay the facility use fees, equipment and personnel fees attached hereto as Attachment “A” or as may be set forth in the City Council Budget Resolution, except as provided below:

A. Support Organizations may use designated portions of the various Library facilities without paying rental fees, security fees, audio-visual equipment/operator fees, and Library staff fees for events held for the purpose of fundraising for the Library, or for the presentation of events which promote and support the services, exhibits and special events of the Library. All such events shall be coordinated with the Library Director/designee and subject to availability of the Library.

B. Any City Department using the Library for an event shall reimburse the Library for the actual cost of the event but shall not be required to pay room rental fees.

C. Use of Community Rooms pursuant to the El Paso Public Library Meeting Room Policy is not subject to fees.

3. Procedures

The City Manager or his/her Designee shall develop procedures for the rental and use of the Library Consistent with this policy, to include criteria for scheduling, procedures for submitting applications, guidelines for food and

beverage service, use of Library facilities and equipment, use of photography and security.

4. **Safety**

The City Manager or his/her designee shall develop procedures and practices pertaining to the safety and security of the Library collections during such events and may restrict activities that could pose a danger to the safety and security of the collections or the facility. All Groups and participants must immediately comply with the all instructions of the Library staff regarding safety and security of the collections. Library personnel and security are authorized to expel individuals who violate Library policies, procedures and practices.

5. **Insurance**

The City Manager or his/her designee shall require all Groups to obtain liability insurance, which may be satisfied by an election to be covered by liability insurance obtained by the city for events. Any Groups electing such coverage shall pay to the city the Prorated share of the premium for such insurance at the rate applicable at the time of the event. Alcoholic beverages shall be permitted only as approved by the City Manager or his/her designee, provided that such Groups agree to indemnify the city and obtain liability insurance coverage.

6. **Claims**

The City Manager or his/her designee is authorized to make claims against and seek reimbursement from and Groups or other persons including spectators in the event of any damage to person or property, including but not limited to collections and exhibits, resulting from the use of Library property.

ATTACHMENT "A"

Library Fee Schedule

Main Library Atrium: \$50.00 per hour
Main Library auditorium: \$50.00 per hour
Main Library galleries: \$25.00 per hour
Branch Libraries \$25.00 per hour
Computer lab/class rooms \$50.00 per hour

The following fees shall be based on the actual cost to the City

Security officer (each) \$_____ per hour
Event staff (each) \$_____ per hour
Insurance costs \$_____ per day

CITY CLERK DEPT.
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EXHIBIT C

**EL PASO PUBLIC LIBRARY
Meeting Room Policy [No Fees]**

6-401. USE OF COMMUNITY ROOMS. It is the policy of the Library to allow public use of its community rooms within established guidelines for activities not resulting in the generation of profit or income when such use will not conflict with Library business or activities. Persons or groups may reserve the use of community rooms within the guidelines that follow.

6-401.01 LIMITATIONS

- A. Meeting room used must be requested and approved at least seven (7) working days in advance, and be submitted to the facility manager where the room is being reserved.
- B. Walk-ins will be accommodated on a case-by-case basis.
- C. Meeting room request changes will only be allowed pending the availability of room and resources.
- D. Rooms may not be reserved more than three calendar months in advance. Each use of the room must be requested separately. Standing reservations will not be honored.
- E. Rooms may not be used for illegal activities.
- F. Noise must be kept to a moderate level so that the use or activity will not disturb library operations.
- G. No music or voice amplification may be used other than that which is currently installed in the room unless previously authorized by the facility manager.
- H. No smoking, burning, or activity that will result in the generation of smoke is allowed.
- I. No alcoholic beverages will be served, consumed or introduced onto the premises.
- J. Occupancy limits, as posted in each room, will be strictly followed.
- K. Room usage is subject to cancellation without notice in the event the room is needed for Library Department business.
- L. No connection between the activity and the Library can be made or implied without the Department's consent. Any advertising of programs sponsored by an outside agency should be approved by the facility manager in advance. Distribution of printed materials by the sponsor or attendees of the scheduled activity shall be limited to the room that has been

reserved for the activity and such printed materials shall not be distributed or placed in any other locations in the library. Printed notices of the scheduled activity at the library are not allowed unless approved by the facility manager. If the facility manager approves posting notice of the meeting, the manager may restrict the time and place of such posting.

M. Library Management will have access to and may enter the room at any time.

REQUIREMENTS

- A. Rooms will be reserved during Library hours at the facility in which the room is located. All use of the room must cease when the library closes.
- B. "No Show" users or those to fail to cancel may be denied future use of facilities.
- C. Food and drinks may be served in the meeting rooms, except for the Auditorium at Main Library. The group serving them will be responsible for immediate clean up.
- D. Any damage or loss to Library property will be charged to the users.
- E. Persons or groups using the room are responsible for any and all damage during the use or the room and for the cost of any cleaning that may be necessary as a result of the use of the room.
- F. The room shall be cleaned by the person/group using it immediately upon conclusion of the event.
- G. Special arrangements for meeting room set up must be made in writing when the Application for the use of Meeting Room form is submitted and will be honored as staff time permits. Cleanup will be the responsibility of the user due to staff limitation in all libraries.
- H. At the conclusion of the meeting, it is the user's responsibility to notify library personnel to review the condition of the meeting room.
- I. Persons using community rooms will obey all municipal laws and adhere to all Library rules and regulations and limitations and requirements imposed by this policy. Failure to do so may result in the immediate termination of permission to use the room, denial of future use of the facility until such time as the requester can establish that the policy will be followed, or both.

September 2008

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CITY CLERK DEPT.