



# Oakland– Columbia Twp.

## Public Library

210 S. Main St.

Oakland City, IN 47660

Phone: (812) 749-3559 Fax: (812)749-3558

### Oakland City-Columbia Township Public Library Meeting Room Policy

The Oakland City-Columbia Township Public Library provides a room for use in library programming and meetings of the Library Board of Trustees. Library programs always take priority for use, however, when time permits, the meeting room is available for use by groups, businesses, and governmental entities who agree to abide by the Library rules and whose activities do not discriminate based on sex, sexual orientation, color, race, national origin, religion, age or disability. Granting permission for the use of the meeting rooms does not imply library approval of the group and/or of the ideas presented at the meeting. Publicity promoting a gathering should be clear that the library is not a sponsor of the event.

#### Fee Schedule

Type of Group	Fee Amount	Notes
Non-profit and not for profit groups	Free	Up to 4 hours and for no more than 2 consecutive days*
For-profit groups and businesses (including direct sales)	\$5.00 per hour (including tax) Free for Gibson County businesses utilizing space for staff training purposes only.	No more than 3 consecutive days. *Fee may be paid using cash, business or organization check (no personal checks accepted), or credit card.
Personal/Family parties	N/A	Usage of the library Meeting Room is not allowed for these functions.

\* Library Director has authority to override time limits

A cleaning deposit of \$50.00 may be collected by any first-time user. The deposit will be refunded upon return of the meeting room to proper conditions.

#### Usage and Availability:

- Renter must be at least 18 years of age.
- Users and all members and invitees of User are guests of the Library and their use of the space should reflect that understanding and abide by all Library policies, including Code of Conduct.
- User shall inspect the premises and facilities and hereby accepts the premises and facilities in their present condition and shall not alter or change the facilities without written approval of the Library.
- Upon 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 open library hours as reserved by the User. Users, including all members and invitees of User, must vacate the building by the pre-determined time and no later than 10 minutes prior to library closing.
- Users may reserve the meeting room up to 20 times per year and may request a reservation up to eight (8) weeks in advance.
- A reservation may only be made using the Meeting Room Agreement form. Reservations will only be confirmed once an agreement is signed and payment, if required, is made. A new form will be required whenever contact information changes.

#### Terms of Use:

The meeting room is available for usage only on days and hours the library is open. Should the library be closed for weather, meeting room reservations will be cancelled and fees refunded.

\*\*Exception for after-hours usage will only be granted to civic organizations that have a long established use of after-hours usage or a well-established civic organization as determined by the director. These groups may request key privileges, which will allow a representative to check out a key allowing access to the lobby and restroom areas only. The key must be returned either in the Book Drop or at the library on the next business day. Users are responsible for making sure the library door is locked, rooms are clean (including bathrooms, if used), and no water is running when leaving after hours.

- The following are prohibited on Library property:
  - Alcohol, controlled substance, or tobacco use (including e-cigarettes and vape pens)
  - Gambling or solicitation
  - Open flames (ex. steam tables, chafing dishes, warming trays, etc.)
  - Flammable objects (including fireworks, sparklers, explosives, etc.)
- The user is responsible for ensuring fire codes are met. The room comfortably holds 30-40 people and should never exceed 49 including presenters.
- Users will not put any holes into or use any substance that would leave residue and/or damage to 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.
- User is responsible for handling registrations, screening attendees, loading, unloading, and carrying of group's materials. The library does not provide any form of service for registering or managing attendees.
- Users may utilize the library's tables and chairs for use during lease. Projection equipment is available free of charge if requested prior to room use. User will provide any and all other equipment, services, and/or supplies. Fax, photocopying, and/or computer use is available in regular patron areas of the Library and are available as such and are not included in any fees paid for lease of the room. All items utilized by the User shall be returned to original locations.
- Users are responsible for any costs associated in returning the room to proper condition including, but not limited to, cleaning or repair charges for any damaged property.

#### **Financial Transactions:**

**Non-Profits:** No money may be collected by a non-profit group using a Meeting Room, with the exception of dues, tuition fees/materials for education courses or registration fees for conferences and/or events held in cooperation with the Library. If a non-profit group wishes to charge fees or sell products or services, they will be acting as a for-profit group and must pay a fee to use the meeting room.

**Businesses/For-Profit:** Admission fees may be charged and products or services may be sold by an organization that has paid to use the Meeting Room. User is responsible for any taxes due on sales.

#### **Food:**

Light refreshments may be served in the meeting room; however, all groups must bring their own supplies and serving products. The library cannot store supplies or equipment belonging to a user. Use of the Library refrigerator and microwave is allowed, when available, to cool or heat food, but should not be used for extensive beforehand preparation. The group may use the sink to clean utensils, dishes, and table service, but must provide their own dishcloths, towels, and detergent. Any trash containing food or beverage products should be bagged properly and placed in the outdoor trash receptacles before leaving.

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**Children:**

If children are brought to any adult meetings, the accompanying adult is responsible for the children's behavior throughout the building. Children under 8 must remain with an adult during their library visit. Library staff does *not* provide childcare or babysitting services and cannot be responsible for the safety of children left unattended. If the children create a disturbance in the library, they will be required to stay with the adult in the meeting room or asked to leave the building

**Americans with Disabilities Act (ADA):**

User agrees to comply with all applicable requirements of the ADA in assuring availability of auxiliary aids and services required by participants at 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.

**Copyright:**

Groups showing copyrighted visual material in the Library are solely responsible for obtaining written public performance licensing rights. Borrowing, renting, or purchasing a movie does *not* carry with it the right to show the movie outside of the home.

**Cancellations:**

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 and/or on account of:

- The User has at any time violated Library policies respecting the use of its meeting rooms
- Acts of God or 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 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.

The User may cancel the meeting room up to 5 business days prior to reservation and a refund of the paid amount will be issued in the form of a check issued from the library at the next regularly scheduled board meeting or, if paid by credit card, the refund may be processed immediately to card used for purchase. Failure to cancel before deadline will result in a forfeiture of any paid fees. Failure to cancel twice by those not paying may result in termination of privileges for a specified time.

The Library Director or their designee has the power to terminate any meeting disruptive to Library operations.

**Indemnity and Damages**

The Oakland City-Columbia Township Public Library, the Board of Trustees, Library Staff and/or insurers are not responsible for providing security for those using the meeting room.

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" include not only meeting room, but the entire building, parking lot, and grounds. 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

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resulting from a participant's use of the Libraries facilities and services. **User shall reimburse the Library for all damages to its facilities or equipment resulting from the use of the same.**

**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.**

**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 conduct of its activities on Library property.

**Publicity:**

The Library's name, image, or logo shall not be used to suggest co-sponsorship or endorsement of any activity without prior written approval of the Library. Use of Library name and address shall only be used for directional purposes only. Organizations wishing to display their own signage on library property may do so one hour before their meeting and must remove their signage immediately following the meeting. No program in the Library may be broadcast or televised without permission from the Library Director. All materials publicizing meetings at the library must contain the following disclaimer: "Use of the library meeting space does not constitute endorsement of the program/meeting or its content by Oakland City – Columbia Township Public Library.

**Transferability:**

This agreement is not transferrable and if original signer is unable or unwilling to commit to the agreement, they will need to cancel the agreement and have a new User sign for meeting room lease.

**Lost or Stolen Materials:**

The Library is not responsible for equipment, materials, etc. left in the meeting rooms.

**Security Cameras:**

User understands the library has a variety of monitoring stations for the safety and security of the building. Users may not do anything that interferes with any security cameras located in and around the building.

The Library reserves the right to:

- Share contact information of any individual/organization that reserves the meeting room, if a request is made by a member of the public.
- Refuse or discontinue any use which is disruptive destructive to the library or when falsified information was given on the meeting room application.
- Allow staff to enter any meeting to ensure adherence to library policy and to ask groups to vacate the building before library closing time.

Adopted by the Board of Trustees August 14, 2019

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