

Agreement and Policy for Use of the John W. Davidson Community Room and Second-Floor Meeting Room Spaces

The **PORT CHESTER-RYE BROOK PUBLIC LIBRARY** (Library) may permit the use of the John W. Davidson Community Room and the second floor meeting room(s) (Meeting Spaces), pursuant to the following rules and regulations. The rules and regulations are designed to protect the Library from any damage to Library property and/or facilities, any adverse effect to the Library's interests and any exposure by the Library or its employees and trustees to liability. Within this Agreement the use of the term "Library" refers to its employees and trustees.

The person signing this Agreement, on whose behalf the Meeting Space use is being requested (the "Program Sponsor") is responsible for compliance with this Agreement. The Program Sponsor is required to read and sign this Agreement as part of the use. The Program Sponsor signing below must be over the age of twenty-one (21) and have the authority to bind the entity utilizing the Meeting Spaces. Please read carefully and complete the Agreement at the end of this document. It is the responsibility of the Program Sponsor to be aware of all applicable rules.

Purpose of the Community Rooms

In keeping with its Mission Statement, the Port Chester–Rye Brook Public Library offers meeting room space to the public subject to the rules outlined below.

Public Access

It is the preference of the Library that all programs and events be educational, cultural or recreational in nature and open to the public. The smaller second floor meeting rooms, however, may be made available for private meetings of organizations, at the discretion of the Library Director. Commercial use of the Meeting Spaces, as well as for profit use and fund raising use, except by the library and the Friends of the Port Chester-Rye Brook Public Library, is prohibited. The Library Board's decisions as to any use of the Meeting Spaces by any organization for any reason whatsoever is final.

Capacity

The Davidson Community Room has a maximum capacity for 150 persons. The second floor meeting rooms, when divided, have a capacity for 15 persons in each of the two smaller rooms, or, when opened, for 30 persons.

Disabled Access

Access to all meeting rooms is barrier-free. An elevator connects all three floors.

Scheduling Priority

Organizations and groups may apply for use of the Meeting Spaces on a first come, first served basis. However, priority for the use of the Meeting Spaces is given to programs sponsored by:

- the library itself;
- the Friends of the Port Chester-Rye Brook Public Library.

Scheduling Restrictions

The Meeting Spaces may not be scheduled:

- on a regular weekly or monthly basis;
- for programs which proselytize through visual or oral presentation on behalf of an individual, group, or belief.

Fire codes must be observed at all times. Room occupancy may not exceed legal limits and furniture and equipment may not block aisles and exits. All meetings must take place during regular library hours and all use of the Meeting Spaces must terminate at least 15 minutes before the Library is to close that day.

Application

The Meeting Spaces shall be made available to groups residing in Port Chester and Rye Brook, first, then other groups if the rooms are available. For public programs, the Agreement must be fully filled out and signed by the Program Sponsor at least forty-five (45) days prior to the scheduled event and must obtain the approval of the Library Director. For non-public events, the Agreement must be fully filled out and signed by the Program Sponsor a minimum of fourteen (14) days before the event. After discussion with the Director, the completed Agreement must include, upon mutual agreement, the day and hours of the event and brief description of the program, as well as the set-up of the space. The Agreement will not be deemed effective unless and until approved by the Library Director. The Library Director may request additional information about the event prior to granting approval. Questions regarding the application and guidelines should be referred to the Director or Assistant Director.

Approval

Permission to use Meeting Spaces does not constitute Library endorsement of the policies or beliefs of a program sponsor nor may such endorsement be implied or set forth in any advertisement or publicity of the event or use.

Reservation

Reservations may be confirmed for an advance period not to exceed six months.

Closings and Cancellations

The Library reserves the right to cancel or terminate early any scheduled reservation of the Meeting Spaces for any reason at any time. Should such cancellation or termination occur all fees paid for that specific date will be refunded or programs rescheduled at the Library's discretion. The Library will have no liability, for any damages in contract or tort, compensatory, consequential or otherwise for the cancellation of any use of the Meeting Spaces.

Responsibilities and Obligations of the Program Sponsor

- Insurance – The Program Sponsor must provide a Certificate of Insurance at least ten (10) days in advance of the program naming the Port Chester-Rye Brook Public Library, its employees and trustees as additional insureds.
- The Program Sponsor shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless,(including attorney's fees) the Port Chester-Rye Brook Public Library, its employees

and trustees, agents, assigns and successors from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Program Sponsor's use or occupancy of the Meeting Spaces and adjoining property, unless solely caused by the gross negligence or willful misconduct of the Library. If required by law to enforce this provision, wherein it would otherwise not be enforceable, then this provision is to include partial indemnification to the fullest extent permitted by law.

- The program sponsor must agree to have an authorized adult representative (over the age of 21) in attendance during the use of the Meeting Spaces, and if minors are to be present, one adult must be in attendance for every 10 minors.
- The Library may require a program sponsor to post a bond, leave a deposit or to otherwise prove financial responsibility, at its sole discretion before permitting the use of the Meeting Spaces.
- Damage or injury must be reported immediately to the library staff.

Library Equipment

The program sponsor will be liable for damage that results from improper use of Library equipment, should such use be permitted.

Cleaning Up

The program sponsor must agree to restore the Meeting Spaces to their original condition immediately after they have been used. This includes collecting and disposing of debris, and otherwise making the facility ready for the next user. Any program sponsor violating this rule will forfeit the right to future use of the Meeting Spaces and will be liable for any costs incurred by the library in cleaning and restoring the facility.

Fees

John B. Davidson Community Room

Certified 501(C) (3) organizations are required to pay fifty dollars (\$50.00) for up to two hours of use of the Davidson Community Room with a rate of ten dollars (\$10.00) per hour charged for each additional hour. Other organizations are required to pay one hundred fifty dollars (\$150.00) for up to two hours of use of the Davidson Room with a rate of forty dollars (\$40.00) per hour charged for each additional hour.

Second Floor Meeting Rooms

Organizations other than 501(C) (3) organizations are required to pay seventy-five dollars (\$75.00) for up to two hours of use of one half of the second floor meeting rooms with a rate of twenty dollars (\$20.00) per hour charged for each additional hour. The fees double if the entire second floor meeting space is needed.

Payment

Payment in full for the use of the Meeting Spaces must be made ten (10) business days in advance of the scheduled use of the space. Payment may be made in cash or check made payable to The Port Chester-Rye Brook Public Library. If the library is not given notice of a cancellation at least five (5) business days before the scheduled event, the event sponsors shall forfeit all fees. If permitted by the Library to sell books, authors selling their books at a program must give the Library 15% of the proceeds.

Not Provided

The library does not provide porter service, or any storage space for equipment or supplies.

Prohibited

Smoking in the library building is prohibited. With the exception of the Davidson Community Room, food and drink are prohibited in the library. Users of the Davidson Community Room and second floor meeting rooms may not disrupt library services or interrupt the regular duties of the library staff. Furnishings and decor in the library proper may not be moved into the Davidson Community Room and second floor meeting rooms for temporary use. Objects on exhibit or display in the Davidson Community Room and second floor meeting rooms may not be moved or disturbed in any way.

Policy Interpretation

These policy guidelines will be interpreted in individual instances at the discretion of the Library Board of Trustees and may be amended by the Library Board at any regular meeting.

**Application for Use of the
John W. Davidson Community Room**
or
Second Floor Meeting Room(s)

Port Chester-Rye Brook Public Library, 1 Haseco Avenue, Port Chester, NY 10573

Organization: _____

Name of Program or Event:

Date of use: _____

Hours: _____

Space to be Reserved:

John W. Davidson Community Room

Meeting Room A

Meeting Room B

Meeting Rooms A & B

Description of the Program or Event:

Description of the Set-Up of the Program or Event Space:

Person in Charge: _____

Address: _____

Phone: _____

E-mail Address: _____

IMPORTANT – READ BEFORE SIGNING

I have full authority on behalf of the Organization stated above to bind them to the terms and conditions of this Agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.

Signature _____

Print name _____

Title _____

Port Chester-Rye Brook Library use only

Agreement Accepted

Agreement NOT Accepted

Fee paid. Amount \$ _____

Certificate of Insurance Provided

Date: _____