
Name (Please Print)

Address

Signature of Representative

City State Zip

Date of Application

(_____)_____
Representative's Telephone

Name of Contact Person

(_____)_____
Contact Person's Telephone

WESTFIELD WASHINGTON PUBLIC LIBRARY
POLICIES, RULES AND REGULATIONS FOR THE
RENTAL AND USE OF LIBRARY FACILITIES

I. Permitted Uses of Library Facilities

Library activities shall have priority in the use of Library facilities. Library facilities may be reserved for these activities on a first in time basis. Use of the Facility Rooms is limited to the hours the Library is open unless permission is granted by the Library Director.

II. Prohibited Uses of Library Facilities

Library facilities shall not be used for activities that:

- 1) violate or encourage or support the violation of laws or harassment or discrimination in violation of applicable Board policies;
- 2) present a substantial risk of injury to a person or property damage greater than the normal risks arising from the use of Library facilities;
- 3) are not accompanied by a written safety and supervision plan prepared by the user; or
- 4) are sponsored or organized by persons or an organization that has not complied with this Policy or Rule when using Library facilities on other occasions.
- 5) are personal or family parties, including bridal and baby showers.
- 6) are political rallies or political affiliation meetings.
- 7) are religious services or instruction.

Use of a Library facility is not prohibited by this Policy or Rule because the activity conducted is not open to the general public, or a fee is charged for admission if:

- 1) Library personnel necessary to provide services and determine compliance with this Policy are permitted to have free access; and
- 2) access or participation is not limited based upon a protected class criterion such as race, religion, national origin, national ancestry, or disability.

III. Procedures for the Reservation and Rental of Library Facilities

The Director is authorized to receive written applications for the rental and use of the Library facilities under his/her supervision.

If a Library staff member determines that an activity in a Library facility:

- 1) is being conducted in a manner that endangers persons or is likely to cause substantial damage to Library property or the property of others;
- 2) is not being properly supervised given the age and apparent maturity of persons present, or
- 3) is not being conducted as the user agreed to;

the staff member may immediately terminate the use of the Library facility and require that persons in attendance leave the premises immediately.

Use of a Library facility by an outside group shall be reserved for that use to the exclusion of all other uses if the facility is not scheduled for use for a Library activity at the time the facility is reserved.

As a condition of the use of a Library facility by a group not covered by the Library's liability insurance policies, the Library shall require that:

- 1) the user by a fully authorized representative agree in writing to defend, indemnify, and hold the Library harmless for all claims arising out of the use of the Library facility, including claims by business invitees of the user and claims for the damage of Library property;
- 2) at least five (5) days before the proposed use, the user submits a certificate of broad form liability insurance coverage in which the Westfield Washington Public Library, the Trustees of the Westfield Washington Public Library, and the WWT Library and Trustee Owners Association are made additional insureds for the activity with a minimum limit for coverage of at least \$1,000,000.00.
- 3) if the event will include provision of food, user must provide name of caterer and must submit proof of the caterer's food permit from the county health department and the caterer's certificate of liability insurance coverage in which the Westfield Washington Public Library, the Trustees of the Westfield Washington Public Library, and the WWT Library and Trustee Owners Association are made additional insureds for the activity with a minimum limit for coverage of at least \$1,000,000.00. Note: users may provide pre-packaged food from unopened containers without utilizing a caterer but must indicate
- 4) if the event will include provision of alcohol, the user must also submit a certificate of liquor liability coverage in which the Westfield Washington Public Library, the Trustees of the Westfield Washington Public Library, and the WWT Library and Trustee Owners Association are made additional insureds for the activity (either for the user or the user's caterer) with a minimum limit for coverage of at least \$1,000,000.00 and the liquor permit.

IV. Procurement of Permit

- A. The use of all library facilities for any purpose shall be initiated by a responsible member of the organization requesting the permit through the director or designee.
- B. The Director or designee shall then notify the applicant of the denial or acceptance and the fees involved within ten (10) business days.
- C. If approved, the estimated rental and custodial fees are payable to Library three (3) days in advance of the facility's use.
- D. Proof of liability insurance is required prior to approval.

V. Rules & Regulations

- A. At least one (1) library employee must be on duty during the hours the facility is used. When custodial fees are charged, the hours counted shall be from the time the custodian opens the door until clean-up is completed. The number of such personnel shall be determined by the Library.
- B. The use of the facilities and equipment shall be strictly confined to the area designated or included in the agreement. Applicant and his or her organization will be held responsible for the compliance of these rules by all persons participating in or pertaining to the activity. In case of doubt, library staff members officials or other representatives of the Library on duty shall have the immediate authority in any matter covering the use of the building.
- C. Permit applications will be denied or cancelled if requested usage is determined by a Library official not to be in the best interest of the Library.
- D. Gambling, use or possession of intoxicant drugs, open flames, candles, and obscene and profane language are prohibited anywhere on Library property. Use of tobacco in any form is prohibited in all facilities. Alcohol is only permitted when provided by a caterer with a valid liquor serving license, a copy of which must be presented with the Facility Usage Agreement.
- E. No furniture or equipment, audio visual/technology equipment, shall be used or moved unless specifically requested on the Permit and approval received from the Library staff.
- F. Liability: The User agrees that the Library shall not be responsible for any injury or property damage. The User agrees to release and hold harmless the Library and

its employees and agents from any injury or damages of any kind arising from the use of the facilities by the User, a participant in a program, or a third party associated with the User's use of the facilities.

- G. The organization or individual wishing to use the facilities will be required to furnish proof of insurance coverage or self-insurance proof statement to the principal of the facility upon application. Consultation with the Library Director will determine dollar value of insurance required, or, in rare circumstances, if the insurance requirement may be waived.
- H. Signs, displays, or materials shall not be attached to the walls, window glass, woodwork, draperies, blinds, stage curtains, grounds, drives, etc. without approval in the agreement.
- I. When the attendance or other conditions require the use of police, firemen, parking lot attendants, or other types of personnel, these personnel shall be procured by the Library and charged to the applicant. These charges shall be evaluated prior to the rental by the Library Director and renters and lessees involved and shall be written into the agreement.
- J. Fire Safety and Decorations – fire, health, and safety regulations and codes of the State Fire Marshall, Board of Health, local agencies, and the State of Indiana must be followed at all times. Any permits required shall be the responsibility of the applicant. All material used for decorative purposes must be approved in advance by the Library Director or designee.
- K. Activities using Library facilities must be under competent adult supervision and/or leadership. The Library reserves the right to judge the adequacy of such supervision and immediately cancel any function judged not to be adequately supervised. Children must be supervised by a non-library staff adult at all times.
- L. Damage or misuse of the facilities and equipment shall be paid for in full by the organization chargeable with use. The appraisal of the Library Director or his or her designee shall be the final determinant in all cases of damage or misuse.
- M. Rental of Library facilities does not include the use of furniture, projection equipment, public address systems, any other special equipment, nor Library personnel trained to operate the aforementioned equipment, unless it is specifically provided for in the agreement.
- N. Regular rental of Library facilities does not imply the provision of storage facilities for supplies or equipment. The Library is not responsible for personal belongings.
- O. No sponsoring organization shall be extended continuous use of building rental privileges for a period exceeding one calendar year.
- P. The sponsoring organization is responsible for the conduct of the group using the building and its representative shall be the responsible person in charge of the group. The person signing the rental contract is responsible for any damage caused by the sponsoring organization.
- Q. A damage deposit may be required, based on the judgment of the Library Director, as a condition of usage.
- R. All fees may be waived or altered at the discretion of the Library Director or designee.
- S. Firm Date: A date requested by the user is not considered firm until the user has executed a Facility User Agreement, said agreement is approved by the Library, the user has submitted all applicable forms, and the user has provided an advance deposit.
- T. User shall leave all areas of the facility in the same conditions as they were found in time for the Library to resume normal operations.

VI. Eligible Organizations

- A. Preference will be given to local groups or organizations having the majority of their membership living in Westfield / Washington Township.
- B. A responsible citizen is defined as a person, at least 21 years of age, who is a real property owner in Washington Township and who is financially responsible.
- C. Facilities generally are not to be used for commercial or personal gain. The Internal Revenue Service listing of non-profit organizations will be used as a guide.
- D. All rentals are restricted to temporary use only and no Facility User Agreement shall exceed one year.

VII. Charges for Use of Library Facilities

- A. The Library Director shall determine any additional service necessary to protect Library facilities and equipment.
- B. Unless otherwise indicated, the charges for facility use are “per session” which is considered to be approximately three (3) hours. Charges for additional services are as follows:

Building Monitor	\$20/hr/employee
Cleaning Service	\$24/hr/staff required
Trash Service	\$250

Charges for estimated utility usage will also be levied for facilities used during periods when additional heating, cooling, or lighting may be required.

VIII. Cancellation Terms

- A. Deposits and fees will be returned if cancellation is received via written notice 60 days in advance.
- B. For profit organizations will be charged \$50/hour for cancellations not received within one week.
- C. All entities are required to submit a \$50 deposit via cash or check
- D. If fees are not received within 72 business hours of the reservation, the reservation may be forfeited.
- E. Deposits and fees will be returned if the reservation is canceled due to inclement weather.
- F. Deposits may be waived for City of Westfield, Westfield Washington Township, Westfield Washington Schools including PTOs, and for all Westfield and Hamilton County public service providers.
- G. Westfield Washington Public Library, at its discretion, may change or cancel a reservation at any time for any reason.