

Dubois County Contractual Libraries
1116 Main Street
Jasper, IN 47546

Meeting Room Policy

Meeting Room Space Available:

Dubois Branch Library (regular library hours are 10 AM-8 PM Mon-Thurs, 10 AM-5 PM Fri, and 10 AM-2 PM Sat.)

- Community Room: maximum capacity 56 people
- Genealogy Room: maximum capacity 6 people (THIS SPACE IS ONLY AVAILABLE DURING HOURS THE LIBRARY IS OPEN.)

Ferdinand Branch Library (regular library hours are 9 AM-8 PM Mon-Thurs and 9 AM-5 PM Fri-Sat.)

- Community Room: maximum capacity 73 people
- Conference Room: maximum capacity 19 people
- Study Room 1: 6 people with 2 tables (THIS SPACE IS ONLY AVAILABLE DURING HOURS THE LIBRARY IS OPEN.)
- Study Room 2: 2 people with 1 table (THIS SPACE IS ONLY AVAILABLE DURING HOURS THE LIBRARY IS OPEN.)

All Library meeting room space, except those noted above which are only available during regular library hours, is available between the hours of 7:00 am through 11:00 pm.

1. Schedule of Fees for Meeting Rooms:

Damage/Key deposit:

\$100 damage/key deposit for events by *for-profit groups, private functions, and businesses* at any time and for all other groups for events held after regular library hours; the deposit is returned after space has been inspected and key returned. Damage deposit can be paid via check or held by a credit card (complete the Credit Card Damage Deposit Authorization Form)

Room Use: For-profit groups, private functions, and businesses:

- Ferdinand Branch, Community Room: \$45 (plus \$3.15 sales tax) for up to 4 hours, \$90 (plus \$6.30 sales tax) for over 4 hours, plus \$100 damage/key deposit;
- Ferdinand Branch, Conference Room: \$5 (plus \$.35 sales tax)/per hour (\$40 maximum per day), plus \$100 damage/key deposit;
- Dubois Branch, Community Room: \$35 (plus \$2.45 sales tax) for up to 4 hours, \$70 (plus \$4.90 sales tax) for over 4 hours, plus \$100 damage/key deposit.
- Dubois Branch, Genealogy Room: \$5.00 (plus \$.35 sales tax) for 1 hour

Room Use: Non-profit community organizations or groups, federal, state, or local government entities:

- No fee if during regular library hours; \$100 damage/key deposit if after regular library hours.

Room Use: Study Rooms:

- There is no charge for use of the Ferdinand study rooms for one hour or less on a first-come, first serve basis.
- The study rooms can be reserved in advance for \$5 per hour (plus \$.35 sales tax).

Reservations:

Reservations may be made no more than three (3) months in advance and not more than 20 times per calendar year. Reservations can only be made using the *Meeting Room Agreement*. Reservations will only be confirmed once a Meeting Room Agreement is signed and payment is made in full.

Rental fees are non-refundable unless the Library cancels the reservation or unless the cancellation is made at least 48 hours before the time scheduled for use.

All checks should be made payable to Dubois County Contractual Library.

2. Use of Premises.

- User must be at least 18 years of age.
- User and all members of and invitees of User who use the Library's meeting rooms are guests of the Library and their use of the space should reflect that understanding.
- User has inspected 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.
- User 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.
- **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 reserved and the User, including all members and invitees of User, must vacate the building by that pre-determined time.

3. 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 and/or on account of:

- the User has at any time violated Library policies respecting the use of its meeting rooms,
- the full amount of any fees due hereunder has not been paid
- any act of God
- 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.

To cancel a pre-paid reservation, call the branch library and ask to cancel a meeting room reservation.

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

4. 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
Approved by Board on 2/8/18

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 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.**

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.\

5. Use of Meeting Room. The use of any Library meeting room is subject to the terms and conditions of this "Meeting Room Policy." The use of any Library meeting room is also subject to all governmental laws, ordinances, regulations as well as the Library policy on the "Use of Library Meeting Rooms" and all Library rules. Library rules applicable to Library buildings and meeting rooms include but are not limited to the following:

- No alcohol, controlled substance or tobacco use is permitted on or about any Library property (except tobacco use is permitted outside of buildings and away from all entrances);
- No general admission fees may be charged or collected;
- No fireworks, explosives, and highly flammable candles;
- No open flames of any kind (candles, torches, steam tables, chafing dishes, warming trays with open flame);
- No gambling or solicitation in any form is permitted;
- The event or function for which a meeting room is leased shall be only open to bona fide members, employees or patrons of the User, and the User shall provide personnel at the entrance to monitor and approve admittance;
- 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.
- 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 the home.
- **If a group decides to use a different room setup, the room must be returned to its original configuration upon departure.**

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.

6. Affirmative Action Policy. It is the policy of the Library to be in full compliance with all federal and state non-discrimination and equal opportunity laws, orders and regulations relating to race, sex, religion, disability, age, or national origin.

7. 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.

8. **Financial Considerations.** If any required deposit or sum is not paid promptly when due or in the event the User shall violate any of the terms of the Meeting Room Policy, 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.

9. **Kitchen Use.** Limited kitchen facilities are available at some of the meeting rooms. If so, these rules apply:

- 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.
- The refrigerator and microwave oven, if available, may be used to cool or heat food but not for extensive beforehand preparation.
- The group may use the sink to clean utensils, dishes and table service, but they must provide their own dishcloths, towels and detergent.
- The kitchen and meeting room must be left clean and in order. Trash and garbage must be removed from the premises.

10. **Miscellaneous.** User provides their own office equipment, services, and/or supplies. Fax, photocopying, and/or computers are available in regular patron areas of the Library and are available as such. User is responsible for handling registrations, screening attendees, loading, unloading, and/or carrying of group's materials.

11. **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 Form must be signed by an adult (someone age 18 or older) who undertakes the responsibility as "User" under the Agreement. Children, under the age of 8, of those attending the event should not be left unattended in the Library for the duration of the event. Library staff does NOT provide childcare or babysitting services and cannot be responsible for the safety of children left unattended.

12. **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 or logo shall not be used to suggest co-sponsorship or endorsement of any activity without prior written approval of the Library.

13. **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.

14. **Lost or Stolen Materials.** The Library is not responsible for equipment, materials, etc. left in the meeting rooms (either on purpose or by mistake).



Dubois County Contractual Library Meeting Room Agreement

Name of User/Organization: _____

Address: _____

Phone No _____ Alternate Phone No. _____

Name of Individual signing for Organization: _____

Address of User: _____
street/city/zip

E-mail Address: _____

Type of Meeting/Activity:

- Not-For-Profit group
 For-Profit group/Private Event

Are you a current member of the Library Friends Group? _____ (20% discount available)

Space Requested:

- Dubois Community Room
 Dubois Genealogy Room
 Ferdinand Community Room
 Ferdinand Conference Room
 Ferdinand Study Room – large or small (circle one)

Meeting Day: _____ Date: _____ Time: _____ to _____

Room Rental Fee (includes sales tax) if For-Profit/Private Event (circle one):

- | | | |
|-------------------------------------|-------------------------------|---|
| <u>\$37.45 (4 hours or less)</u> | <u>\$74.90 (over 4 hours)</u> | Dubois Community Room |
| <u>\$ 5.35/hr</u> | | Dubois Genealogy Room |
| <u>\$48.15 (4 hours or less)</u> | <u>\$96.30 (over 4 hours)</u> | Ferdinand Community Room |
| <u>\$5.35/hr (\$40 max per day)</u> | | Ferdinand Conference Room |
| <u>\$ 5.35/hr</u> | | Ferdinand Study Room (during library open hours so no deposit needed) |

\$100 damage/key deposit (charged to all if after library hours)

Audio/Visual Equipment needed? _____ (If yes, ask for list of available items at front desk)

Please list items requested: _____

The room rental fees are non-refundable if reservations are canceled with less than 48 hours notice. To cancel a reservation, call the branch library below and ask to cancel a meeting room reservation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year indicated.

Dated this _____ day of _____, 20____.

The undersigned, either individually or as an authorized representative of a group or organization, does hereby acknowledge that he/she has read the "Meeting Room Policy" and hereby agrees to abide by the terms of said Policy, to restore the room to good order, and to pay for any damage incurred by our meeting or for any extraordinary cleaning required as a result of our activities.

ALLOWING USE OF ANY MEETING ROOM DOES NOT IMPLY THE LIBRARY ENDORSES THE GROUP'S POLICIES AND/OR BELIEFS.

Printed Name of Meeting Room User (Individual, group or organization)

Signed By:

(If signed on behalf of a group, indicate title or relationship of person signing above to the group)

Dubois County Contractual Library
EIN: 35-1130940
1116 Main Street
Jasper, IN 47546
Dubois Branch Library (812)678-2548
Ferdinand Branch Library (812)367-1671

Staff Use Only:

Approved By: _____

Title: _____

Location: _____

Date: _____

Has rental fee been paid? _____ Has damage/key deposit been paid? _____

Any equipment reserved? _____ Items Needed: _____

After Event: (staff initial)

Room Returned in good condition? _____

Equipment returned in good condition? _____

Notes: _____