

Commitments & Use Agreement: Meeting & Community Room Use

By the execution below, the applicant personally and on behalf of any group/organization/individual (the “Group”) listed below, expressly agrees to strictly comply with the following terms and conditions governing use of the requested meeting room and library Premises and further understands and acknowledges that he/she and/or the Group shall be liable to Gunnison County Library District (the “Library”) and the Gunnison County Library District Board of Trustees for any failure to comply with these terms and conditions:

- The Group shall use and occupy the room only in a manner consistent with the use or activity described above.
- The Group shall use and occupy the room in a safe, careful and respectful manner, so as not to injure any persons or damage any property in, on or near the room or surrounding library premises.
- The Group shall not do any act or suffer any act to be done during use or occupancy which will in any way mar, deface, alter, injure or damage any part of the room or library premises.
- The Group shall use and occupy the room only in a manner which complies with all applicable Municipal, State and Federal laws, ordinances, executive orders and rules and regulations including occupancy requirements.
- The Library shall not be responsible for any Group property while on library premises and the Group hereby releases and discharges the Library and the Trustees from any and all liability or damages associated with the occupancy or use of the library premises.
- Immediately upon demand, the Group shall pay the cost of any and all damage to the library premises, or loss or theft of property done or caused by the Group or any of its officers, agents, employees, guests or invitees.
- The Library and its employees are exclusively authorized to manage and control all library premises and, as such, shall establish and enforce any further rules as may be attached hereto or provided to the Group prior to occupancy or use of any meeting or community room.
- The Library reserves the right to enter any reserved meeting room at any time and for any purpose and further reserves the right, although do not assume a duty, to eject any objectionable person or persons from the library premises. The Group or any guest or invitee does hereby release and discharge the Library and the Trustees from any liability or damages associated with the exercise of Library authority.

The Group shall defend, release, indemnify and hold harmless the Gunnison County Library District (“District”) and its Executive Director, employees, officers, and Board of Trustees from and against all damages, costs, expenses and losses arising out of any liability or claim of liability for any injury to any persons or property sustained or claimed to have been sustained by reason of the use or occupation of any library space by the Group or by any act or omission of the Group or any of its officers, agents, employees, guests or invitees during or associated with such use of occupancy; provided however, that the Group need not indemnify the District or the Trustees from damages proximately caused by the sole negligence of the District. In the event

that the Group is required to defend the Gunnison County Library District (“District”) and or its Executive Director, employees, officers, and Board of Trustees the legal counsel representing the District will be selected by the Board of Trustees. The selection of legal counsel will be confirmed by a majority vote of the Gunnison County Library District Board of Trustees.

I, the Responsible Party, further understand and acknowledge that the District is relying on the representations and commitments contained herein in accepting this reservation and in the event the applicant is without the necessary authority to bind the Group to the terms and conditions set forth herein they shall be personally liable to the District and the Trustees for all obligations and duties of the Group specified herein.

Name of the Group

Number of Attendees Expected

Responsible Party Signature, Printed Name, and Date

Responsible Person Library Card Number

Meeting or Community Room Reserved

Is Catering Kitchen Reserved Yes or No? (Must also Include Room B)