

### **GUNNISON COUNTY LIBRARY DISTRICT**

# Meeting & Community Room Use Policy

Adopted by the Library District Board of Trustees on August 25, 2022

Gunnison County Library District, ("District" or "Library"), a Library District organized under the laws of the State of Colorado, establishes these policies to protect the people of Gunnison County, employees of the Library and to further and fulfill its mission.

# **Mission**: Gunnison County Libraries strengthen our communities, our residents and visitors by creating opportunities to connect, discover, imagine, and learn.

Government, local business, and community groups engaging in civic, educational, fraternal, cultural, intellectual or charitable activities, regardless of the beliefs or affiliations of the groups, may reserve the use of library meeting and community rooms when rooms are not needed for activities sponsored in whole or in part by Gunnison County Library District.

Meeting and community rooms may not be reserved or used for programs which would disturb library users, impede library staff, endanger the library building or interfere with functions of the library.

There is no charge for use of rooms. In order to reserve a small meeting room or the community room, the responsible party must have a Gunnison County Library District library card in good standing. A library card holder may request a meeting room reservation in person, over the phone, or via email.

The library makes every effort to maintain and not interfere with existing reservations. In the event that the library needs to preempt a reservation, the library will offer alternatives when possible. Examples of cause for the library preempting a reservation include but are not limited to staffing shortages, inclement weather, facility problems, or emergency situations. In the event of a cancellation, library staff will notify the responsible party with as much notice as possible. Permission to use any library space does not constitute a lease.

The library reserves the right to deny requests for any use that is potentially disruptive, or that may pose a threat to library staff, library users, or the health and welfare of the community. A denial may be based on the availability of space, the number of people expected to attend the event, the potential for disruption of library operations, potential health hazards, security threats, or frequency of use. The library reserves the right to deny use of its meeting room to any group that violates, or has in the past violated, any library policy.

The library reserves the right for staff to attend any meeting held in its facility. The library reserves the right to terminate a meeting in progress if library staff deem the meeting to be disruptive to library operations or a violation of this Meeting & Community Room Use policy.

Permission to use a meeting room does not imply library endorsement of the aims, policies, or activities of any group or organization. No advertisement or announcement implying such endorsement will be permitted. Groups using library meeting rooms must indicate the sponsoring organization on all publicity materials.

Social events not sponsored in whole or in part by the library are not permitted; nor are private parties or receptions. Examples of such excluded events are birthday parties, wedding receptions, baby showers, wedding showers, memorial services, wakes, retirement parties, graduation parties, etc.

No open flame is allowed in the community room or small meeting rooms.

Government and non-profit groups may only charge reasonable admission fees or request donations, or sell merchandise, upon the prior approval of the Library Director or designee. A reasonable fee is generally defined as an amount of money that does not exclude a majority of people from being able to participate in an event. All such sales are the sole responsibility of the responsible party.

Permission to use a meeting room will not be granted to commercial groups to sell any material or service or promote future sales. Commercial groups allowed to use a meeting room shall be limited to those doing business in Gunnison County.

Meeting rooms may be used for political candidate forums if all candidates are invited to attend and the forum is sponsored by a non-partisan group.

Please notify the library as soon as possible in the event of a meeting cancellation. If a reserved community room is not in use 15 minutes after the scheduled meeting start time, the library may make the room available to other groups.

No storage is provided for the property of organizations or individuals using the library. The library is not responsible for any items left in the building.

All technical support is the responsibility of the group booking a meeting room. Groups may meet with library staff ahead of their meeting to review available audio-visual systems and receive a basic level of training on the use of the systems. The functionality or availability of audio-visual systems is not guaranteed by the library.

The Library Director or designee may overrule any decision granting, denying, or modifying permission to use a library facility.

A Commitments & Use Agreement must be signed by the responsible party prior to meeting or community room use.

#### **Small Meeting Rooms:**

The library has three small meeting rooms that can be used by patrons. These rooms may be reserved by individuals aged 13 years or older.

Small meeting rooms C and D may be reserved at any time, including on the day of use. A group or individual may reserve rooms C and D a maximum of 12 times per year. Reservations may be requested up to 6 months in advance. Groups are only allowed to hold 2 pending reservations at any time.

Small meeting room E is only reservable on the day of use. There is no limit on the number of times a year meeting room E may be used.

Reservations for small meeting rooms are limited to one two-hour session per day. The Library Director or their designee may grant additional time to accommodate longer meetings with advanced notice.

Small meeting rooms are only available during normal business hours of the library and must be vacated 15 minutes prior to closing.

The consumption of alcoholic beverages or other controlled substances is not allowed in small meeting rooms.

#### **Community Room(s):**

A group may reserve the Community Room space a maximum of 6 times per year. The reservation limit includes all uses of Room A, Room B, or simultaneous uses of both rooms. Reservations may be requested up to 6 months in advance and must be reserved two weeks prior to the event. Groups or a responsible party are only allowed to hold 2 pending Community Room reservations at any time.

The Community Room may be reserved in advance by adults only (18 years or older.) A responsible adult supervisor must be in attendance during all times that minors are present in the Community Room during the period of reserved use.

The Community Room may be divided into two separate spaces: Room A and Room B. Spaces may be reserved individually or as one larger space. To reserve the whole space, Room A and Room B must be reserved simultaneously. The responsible party must designate at the time of booking whether or not the Community Room should be open or divided when reserving both Room A and Room B.

The Community Room must be left in an orderly clean manner. Tables, chairs, and equipment must be neatly stacked in the Community Room closets.

Unless advance arrangements have been made for use of the Community Room outside of library hours, that room must be cleaned and vacated 15 minutes prior to closing. Special permission must be granted by the Library Director or designee to use the room outside normal library hours. In no event will use be allowed earlier than 7:00am or later than 9:00pm.

If needed, a key card to access the Community Room for use before or after library business hours will be issued to the responsible party no more than two days prior to the event, and the key must be returned to the library no more than 24 hours after the event.

The use of alcoholic beverages or other controlled substances is prohibited unless special permission is granted by the Library Board of Trustees. The request process must be initiated at least 60 days prior to any such event. Compliance with the requirements of any and all applicable state and local licensing authorities must be demonstrated prior to the event. The applicant shall procure and maintain insurance against claims for injury to persons or damage to property which may arise from or in connection with the serving of alcoholic beverages in conjunction with use of the Community Room. Insurance coverage shall have limits of liability not less \$1,000,000, each occurrence with a \$1,000,000 aggregate. An umbrella and/or excess liability policy may be used to meet the minimum liability requirements. Proof of insurance, in the form of a letter from the insurance carrier, shall be given to the Library prior to the event. The insurance policy must name Gunnison County Library District, its Board of Trustees, Gunnison County and the Board of County Commissioners of Gunnison County as co-insureds. Such insurance is not and shall not be construed as a waiver of governmental immunity.

## **Community Catering Kitchen**

The Kitchen may be reserved only in conjunction with Community Room B. The Community Kitchen may not be reserved on its own or without also reserving Community Room B.

The kitchen must be cleaned according to posted guidelines.

#### 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)