

MEETING ROOM USER AGREEMENT
EAST ROUTT LIBRARY DISTRICT
Bud Werner Memorial Library

It is the policy of the East Routt Library District (Library) to allow organizations and groups (Users) to use Library meeting rooms when those facilities are not needed for activities sponsored in whole or in part by the Library. Such permission is revocable and does not constitute a lease. Permission to use a meeting room of the Bud Werner Memorial Library does not imply endorsement of the aims, policies, or activities of any group or organization.

I. ELIGIBILITY FOR USE OF A MEETING ROOM

Permission to use a library meeting room may be granted to for-profit, private, or non-profit groups and organizations.

Users using library meeting rooms must not use advertising and publicity that implies that their programs are sponsored, co-sponsored or approved by the Library. Users may not use the Library's name or address as their own address or headquarters' location. Attendance must not exceed posted limitations established by the Library and the Fire Marshal.

II. PRIORITY USE OF MEETING ROOMS

Library sponsored events are given priority for use of the Meeting Rooms. Thereafter, rooms may be reserved on a first come, first served basis. Same day reservations are not accepted, but walk-ins are welcome to use any of the small meeting rooms in the main library if they are not reserved. Small meeting room reservations in the main library will be forfeited if User is more than 30 minutes late.

III. HOURS OF USE

The meeting rooms shall be available only during normal business hours of the Library with the exception of Library Hall which may be used outside of normal business hours.

A key to access Library Hall for use of the space before or after Library business hours, if needed, will be issued to the User no more than two days prior to the event, and the key must be returned to the library no more than two days after the event.

IV. CONDITIONS FOR USE

The Library may impose conditions for the use of its meeting rooms to ensure that public or private property is not damaged through use of its facilities and to ensure that the comfort, convenience, safety, or welfare of the public is not disturbed. Unlawful activity shall not be permitted in meeting rooms or on library premises. Such activity shall be a basis to deny current and future use of Library meeting rooms by Users violating this policy.

The Library reserves the right to revoke or modify permission to use its meeting rooms or to modify conditions imposed on the use of those rooms, where necessary, to adapt to the Library's primary purpose or the operational needs of the Library. The Library further reserves the right to deny applications for use based on the availability of space, frequency of use, or requests for space by other groups or organizations.

The Federal Copyright Act (Title 17 of the U.S. Code) requires that a public performance license must be obtained for public presentation of a movie or other copyrighted work. The Library requires this license to be acquired by Users wishing to present a movie or other copyrighted performance and submit the license to the Library’s Administrative Support Coordinator prior to the event. A site license for a public performance at the Library facility does not imply Library sponsorship of the performance or Library affiliation with any User scheduling the public performance.

The Library does not provide babysitting or daycare services. Children are not to be left unattended in the library while parents attend meetings.

V. USE FEES

Library Hall 218	Hourly Rate	Use Charge	Deposit
Non-Profit (fees waived)	\$25/hr		\$120
Private	\$50/hr		\$120
For Profit/Public	\$80/hr		\$120
Piano		\$25	
Audio/Visual System		\$75	

Fees are collected online only via a credit card. The Library does not accept checks or cash for deposits or use fees. If the fee has not been paid within one week (7 days) of email notification to pay, the reservation will be cancelled.

Users are charged for the time it takes to setup and clean the meeting rooms and Library Hall. If User needs to set up the day prior to an event or to clean up the day after an event, User is charged for all of the hours the room is unavailable to others.

VI. DEPOSITS

A deposit of \$120.00 is required for Library Hall for all non-library sponsored events. The deposit, minus a \$5 administrative fee, will be returned after the use of the room if the room is left clean and undamaged and the key is returned. If the room is left unclean or if room, equipment, or furnishings are damaged, \$120 will be forfeited and User will be responsible for any costs incurred above the deposit to return the room to its original state. If the room is left clean and undamaged, but the key is not returned, \$20 of the deposit will be forfeited.

Light refreshments may be served in any of the meeting rooms.

Food may be served in Library Hall but not taken to other areas of the Library. Users are responsible for picking up refuse and leaving the room tidy. Users will be charged for damage to rooms or furnishings beyond normal wear and tear. Storage for the property of the Users is not provided.

VII. LIBRARY HALL

When using Library Hall, User assumes full responsibility for set up, take down, and clean up of Library Hall. Upon the end of the event, all trash must be taken out to the dumpsters located on the southeast side of the building. The trash cans also need to be replaced with new liners which are located in the kitchen. The kitchen area must also be cleaned. Do not leave any leftover food in the kitchen and make sure to wipe down the counter areas as well as the stove, sink or microwave if it is used. User must sweep the areas which have been used upon the end of the use. In addition to these cleaning duties, all equipment

used must be returned to its appropriate space in clean condition. All lights must be turned off upon exiting and lock up of the building.

Smoking is not permitted.

VIII. ALCOHOL

Liquor may be served in Library Hall only, and is subject to applicable state laws and city ordinances. Refer to The City of Steamboat Springs Resource Guide for Alcohol Beverage Service.

IX. LIABILITY

If alcohol will be served in Library Hall, User must obtain general liability insurance in the amount of not less than \$1,000,000. The East Routt Library District at 1289 Lincoln Ave., Steamboat Springs, Colorado, 80487, must be named as additional insured on the certificate. User must provide a copy of the certificate to the Library at least 24 hours before the day of use.

The Library assumes no responsibility or liability for the safety of persons attending events not sponsored by the Library, for their personal effects, or for any rented or borrowed equipment or material.

As part of the reservation request to use Library Hall, the group or organization shall agree to indemnify the District against any actions or suits undertaken in relation to use of the District's meeting room and facilities. The Meeting Room User Agreement will be emailed to User after the reservation request has been approved. That Agreement must be signed and submitted in person, mailed, or faxed (970.879.3476 FAX) to the attention of the Administrative Support Coordinator or signed with electronic signature and e-mailed to room_reserve@steamboatlibrary.org.

X. MULTIPLE RESERVATIONS

Use of the public meeting rooms in the main Library or Library Hall may be granted to groups and organizations for a single meeting on a non-recurring basis. Users are limited to a maximum of six bookings per year. Although renewal applications may be submitted, prior use of library meeting rooms will not automatically entitle applicants to future use.

XI. RIGHT OF APPEAL

Denial or granting of an application, or modification of permission already granted by library staff, may be appealed to the Library by any person, group or organization adversely affected. The Library Director, in compliance with this policy, also may overrule any decision granting, denying, or modifying permission to use a library facility. Any decision by the Director in the above instances may be appealed to the Library District's Board of Trustees by any person adversely affected. All appeals shall set forth in writing the basis of the appeal and shall include a copy of the application.

XII. DISCLOSURE, DISCLAIMER and WAIVER

User understands that use of Library facilities pursuant to this Agreement and exposures connected with the Activity **do involve risk** and User is cognizant of the risks and dangers inherent with the Activity.

AS LAWFUL CONSIDERATION for being permitted by East Routt Regional Library District (the Library) to participate in the Activity, User, on behalf of him/her/itself and all others using the Library pursuant to this Agreement hereby **RELEASES FROM ANY LEGAL LIABILITY, AGREE NOT TO SUE, CLAIM AGAINST, ATTACH THE PROPERTY OF OR PROSECUTE, AND FURTHER**

AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS the Library and all of its officers, directors, members, organizations, agents and employees (Library personnel) for any damages, injury or death caused by or resulting from participation in the activities described above, **WHETHER OR NOT SUCH DAMAGES, INJURY OR DEATH WAS CAUSED BY NEGLIGENCE OR FROM ANY OTHER WILLFUL OR NON-WILLFUL CAUSE OF LIBRARY PERSONNEL.**

THIS IS A RELEASE OF LIABILITY.

This Agreement, made in the State of Colorado, County of Routt, shall in all respects be governed in accordance with the laws of the State of Colorado. Any action brought by any party to enforce any of the terms or conditions of this Agreement shall be brought only in Routt County. Each party consents to the jurisdiction and venue of the appropriate Court in Routt County.

USER

DATE

Approved by the Board of Trustees 05/28/09
Amended 10/26/2011
Amended 04/25/2012
Amended 8/18/2021