

WELLS PUBLIC LIBRARY ROOM USE AGREEMENT

In keeping with its mission to provide information and services for the residents of the community in their pursuit of educational, cultural, personal and recreational needs, the Wells Public Library welcomes the use of its meeting room and community program room by individuals and community groups for meetings that are educational, philanthropic, cultural, civic, or recreational in nature. Use of the meeting room is permitted for individuals and groups regardless of their beliefs or affiliations.

A.) Use of Public Facilities

- 1.) Use: Prior to any use of the Library's public meeting or program rooms, a Designated User must execute this Agreement, which explains the Designated User's obligations and sets forth the governing terms and conditions of the use of said facilities.
- 2.) Representation: The Designated User shall be present the entire duration of the function. The Designated User is responsible for preserving order. If an emergency arises and the Designated User needs to leave the function for any length of time a representative shall be appointed by the Designated User to take charge of the function.
- 3.) Function Duration: The time of the function will be indicated on the Room Use Application Form. After the Use Application is submitted and the Use Agreement is signed, the times of the function can only be changed upon prior written agreement of the Library Director and the Designated User prior to the function. No extension shall be made after the start of the function.
- 4.) Orientation: Any use of the Community Program Room requires a scheduled orientation to be completed by the Adult Services Librarian, Library Director, or Assistant Library Director. This orientation must be scheduled at least 24 hours in advance of the rental time. Should a group or individual wish to use library technology, please refer to Section C Paragraph 9.
- 5.) Key: For the Community Program Room, the key pouch (containing the key and a copy of the Room Use Agreement Policy) can be picked up from the Adult Services Librarian 24 hours prior to the event. If the room is being used when the library is open, the key needs to be returned at the end of the program. If the room is being used when the library is closed, the key needs to be returned in the pouch to the book drop at the back of the building.
- 6.) Publicity: In allowing a group to use a meeting Room, the Library does not imply any endorsement of the group's beliefs, policies, practices or program. No group shall state or suggest in any of its publicity that the Library sponsors or endorses the meeting, the group or any particular set of ideas. The Library's contact information and/or logo may not be used in any publicity. Event publicity should display the group's contact phone number.

B.) Reservation and Fees

- 1.) Reservations: No reservations will be considered complete until a Wells Public Library Application for Library Room Use and this Wells Public Library Room Use Agreement are completed and signed by the Designated User and the Library Director or their designee. You may use our online reservation system to see what days/times may be available and to temporarily reserve a spot. To secure your reservation, a minimum of 50% of the Facility Use Fee and the full Security Deposit must be paid. Any remaining balance due must be paid thirty (30) days prior to your event. If the reservation is made within 30 days of the event, then full payment is expected at the time of reservation confirmation. (This fee is non-refundable unless the reservation is cancelled 30 or more days prior to the date of the function).
 - a. No group may consider the library a permanent meeting place.
 - b. We will take reservations up to 3 months in advance.
 - c. Reservations for multiple dates may take place within the three-month period using one Room Use Application and Room Use Agreement
 - d. Events may occur between 9:00 a.m. and 10:00 p.m.
- 2.) Fees: Applicable Use Fees are specified on the Wells Public Library Room Use Application. Anyone wishing to have fees waived shall present their request to the Library Director. Functions that are sponsored by the Wells Public Library, the Town of Wells, or are educational, philanthropic, cultural, or civic in nature are exempt from fees. Non-profits may be asked to show proof of their tax-exempt status.
- 3.) Security Deposit: A refundable Security Deposit above and beyond the Room Use fee will also be paid in full at the time of the orientation. The Security Deposit is equal to 50% of the Room Use Fee. The Security Deposit may be used by the Library to repair any damage caused to the public facility as a result of its use by the Designated User or his/her agents, employees, guests, or invitees. The Security Deposit shall be returned to the Designated User within 30 business days after the function in the event that all conditions of the Public Facility Use Agreement have been met. At the discretion of Library Director, a security deposit may still be required to use the Community Program Room, even if the use fees have been waived.]

Admission: Only those events directly benefitting the Town or the Wells Public Library may charge admission or fundraise. Only members of the Library Board of Trustees or members of the Friends of the Library, acting for their respective groups can sell merchandise on Library property and all profits realized must accrue to the Library. The only exception to this is the sale of books, audio books, or other items by authors or artists as part of a Library program. All other sales must comply with the library's solicitation and petitioning policy.

Commercial Use: Library meeting rooms are not available for commercial use. Commercial use is defined as meeting room use by groups or individuals that receive a commercial benefit. This includes selling products or services, active solicitation of donations, fundraising activities, charging admission fees, offering money-making activities, holding sales, or promoting a commercial business.

C.) Acceptable Use and Care of Facilities

- 1.) Use of the meeting room must not disturb or disrupt Library patrons in their customary use of library facilities, interfere with staff in the performance of their duties, or endanger Library patrons, facilities, or staff. All meeting room users are required to comply with the Library's Behavior Policy. By signing this Agreement, the Designated User acknowledges that he or she has read said Policy and will ensure that all guests, invitees, agents, employees, officers and directors will comply with it.
- 2.) Parking: All function parking must take place in designated areas. There is no parking on any street in the Town of Wells unless prior approval from the Board of Selectmen is obtained.
- 3.) Decorations: The method of installation of all decorations shall be approved by the Library Director or their Designee. No staples, tacks, nails, or other materials that may cause permanent damage shall be used to fasten or affix anything to any Town structure.
- 4.) Furnishing and Fixtures: No furnishings or fixtures shall be removed, moved or installed without prior approval of the Library Director or their designee.
- 5.) Damage: Any damage to the facility structure, grounds, or any part thereof, caused directly or indirectly by the designated User or his/her agents, employees, guests, or invitees, shall be the direct responsibility of the Designated User. The Designated User shall be obligated to pay an amount as determined by the Town of Wells necessary to correct the damages.
- 6.) Doors and Windows: All doors and windows must be closed and completely latched upon exiting the building at the end of the rental period.
- 7.) Prohibited Areas: Entry into any portion of the facility that is not included in the Room Use Application is prohibited when the library is closed to the public.
- 8.) Storage: Property of the Designated User or his/her agents, employees, guests, or invitees will not be stored in or at any public facility without prior approval. The Town accepts no liability for loss or damage to items being stored.
- 9.) Technology: The Community Program Room has a computer, projector, document camera, and a hookup for personal laptops. If you would like to use this technology, please note so on your application. At the scheduled orientation, per Section A Paragraph 4, we will provide you with a walkthrough on how to use the technology in the room. The orientation is the only time available to learn how to use the technology and ensure that all computers/USB drives/etc. are compatible with the library technology. Groups or individuals will not be permitted into the room prior to their scheduled rental time in order to test technology. Due to limited staffing hours, we cannot provide technical assistance or tutorials during your room rental period. If the library is open, we can only confirm that the technology is working. If it is after hours, we cannot provide any assistance.

- 10.) Cleaning: It is the responsibility of the Designated User to restore the function site to its original condition. Failure to clean the areas used for the function (including the removal of all decorations, refuse, bottles, cans, etc.) will result in a forfeiture of your Security Deposit. If your fee was waived, future use of the room may be denied if the room is not restored to its original condition and the Designated User shall be obligated to pay an amount as determined by the Town of Wells necessary to clean the facility used.
- 11.) Trash Removal: At the conclusion of your function all garbage must be placed in the available garbage container. Any overflow garbage must be properly bagged and tied and left next to the garbage container. If you are found in violation of this a \$25 fee will be deducted from your security deposit. Trash bags will be provided.
- 12.) Securing the facilities: At the conclusion of the function, it is the responsibility of the Designated User to secure the facility including locking the door and setting the alarm.

D.) Alcohol, Tobacco, Drugs, and Firearms

- 1.) Firearms: The possession and carrying of firearms is permitted only to the extent allowed by Maine law.
- 2.) Smoking and the use of marijuana and tobacco products: There is no smoking or use of any tobacco or marijuana products at any Town of Wells properties, including the Wells Public Library.
- 3.) Drug Use: Anyone attending the function observed using any illegal drugs shall be removed immediately from the Town property. Drug use may be cause for immediate termination of the function.
- 4.) Alcohol: No alcoholic beverages are to be consumed or brought onto or into any Town facility unless designated on the Public Facility Use Application. Anyone violating this section or section D5 of this Agreement shall be removed immediately from the Town property and could be cause for immediate termination of the function.
- 5.) Alcohol Approved Functions: Alcohol may be approved to be served at the Community Program Room after normal library hours. **The serving and sale of alcoholic beverages can only be provided and served by a State of Maine licensed caterer or bartender who carries off-site liquor liability insurance with a minimum of \$1,000,000 per occurrence.** All required certificates of insurance must be sent to Wells Public Library, 1434 Post Rd., Wells, ME 04090 by the Designated User's insurance company. Failure to provide necessary documentation will result in the Town of Wells canceling the function.
 - a. The Wells Police Department shall be notified of the time and place of any function where alcohol is permitted. The Chief of Police will determine whether an officer is required for the function (see Section E4)
 - b. All necessary certificates of insurance must be on file with the Town at least thirty (30) days prior to the date of the function.

- c. At no time shall any alcoholic beverages or their containers be taken outside any public facility or designated area specified on the Library Room Use Application.
- 6.) Groups may use the library after-hours. The Program Room has a separate entryway with access to two restrooms while locking off the rest of the library. A temporary alarm code and key will be given to the Designated User.

E.) Federal, State and Local Laws and Regulations

1. Laws: The Designated User or his/her agents, employees, guests or invitees shall comply with all federal, state, and local laws and Town ordinances.
2. Noise: All Designated Users or his/her agents, employees, guests or invitees, including entertainment must abide by the Town of Wells "Noise Ordinance."
3. Permits and Licenses: It shall be the responsibility of the Designated User to obtain all permits and licenses as required by the State of Maine and Town of Wells.
4. Police: All functions that require a police officer as determined by the Chief of Police or his/her designee will require an hourly charge with a four (4) hour minimum per police officer. This includes the entire time the police officer is on duty, including pre and post function hours as required. These funds are paid directly to the Wells Police Department.
5. Taxes: The Designated User or his/her caterer shall pay and collect any applicable sales and meal taxes on food and non-alcoholic beverages served.
6. Gain: No Town facility, including the library, shall be used for personal or commercial gain.

F.) Additional Agreements

1. Assignment: The reservation on the Room Use Application is for the specific purpose, date and time designated. The Room Use Application may not be transferred to any other person, corporation, group or other entity or applied to any other Town facility.
2. Violation: The Town of Wells reserves the right to cancel the function at any time, even when it is in progress, should the terms of the Library Room Use Agreement be violated by the Designated User or his/her agents, employees, officers, directors, guests or invitees. This decision may be made at the Town of Wells sole discretion; and the decision shall be binding and final. In such a case, the Town of Wells shall retain all payments and shall not be liable for any charges or forfeited deposits lost by the Designated User, including but not limited to, those for any caterer or other hired services.

3. **Release and Indemnification:** The Designated User, his/her heirs or assigns, guests, invitees, as well as the officers, directors, employees, or agents of any entity whom the Designated User represents (collectively, the "Releasees") shall release and forever discharge the Town of Wells, its agents, officers, officials, employees, and volunteers (collectively, the "Town") from all suits, claims, and demands whatsoever, including for negligence, which the Releasees may ever have, including but not limited to, for any personal or bodily injury, death or property damage arising out or resulting from, in whole or in part, the use of the Wells Public Library. The Designated User also agrees to defend and indemnify the Town against all such suits, claims, and demands by any third party, including, but not limited to his or her agents, employees, guests, and invitees, and to save the Town forever harmless from any such suits, claims and demands.
4. **Insurance:** The Town of Wells may require a certificate of insurance naming the Town of Wells as an additional insured.
5. **Prohibited Functions:** It is at the discretion of the Library Director or their designee to reject any and all functions.

Designated User shall initial next to each section indicating that they have read and understand each term and condition

Signature: Designated User _____ Date: _____

Signature: Alternate Designated User: _____ Date: _____

Signature: Wells Public Library Designee: _____ Date: _____

Approved by the Library Board of Trustees October 1993, Revised March 2001,
 Revised and Approved August 11, 2010
 Revised and Approved April 12, 2017
 Revised and Approved May 9, 2018
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