Toledo Lucas County Public Library Library Spaces Rental/User Agreement

The primary purpose of all Library spaces is to provide Library service. However, a number of public spaces are available and appropriate for use by other individuals, groups, and organizations. The following agreement applies to the larger community spaces at Main Library, as well as the outdoor spaces at the branch locations, hereafter referred to as "Spaces".

- Main Library offers rentable Spaces. Some areas available for rent include: the
 McMaster Family Center for Lifelong Learning, the Lobby of the McMaster Center, the
 Large Glass Community Room and the Gathering Space. The capacity for each area is
 determined by the Fire Marshal. At the branches, these Spaces include the parking lots
 and other library-owned or leased grounds.
- 2. Any party desiring to rent Library Spaces must complete an online rental request form. Costs, if any, will be calculated based on a fee structure. All forms, including a floor plan for each requested Space, must be received, and approved by the Library a minimum of ten (10) working days in advance. A fifty (50) percent deposit of the Space fee is required for rentals and must be submitted upon the Library's approval of the rental. All deposits not received within ten (10) business days of approval may cause the renter to lose the hold on the Space. Checks should be written to the Toledo Lucas County Public Library. Final payment, including any additional costs or fees incurred, must be paid within twenty (20) working days after the event. Any payments not received within time shall be in default and subject to penalty fees.
- 3. Library programming takes precedence over requests from outside organizations and therefore spaces are booked according to the Library programming schedule. The Library administration reserves the right to decline any request.
- 4. All events held at the Library need to be conducted in an orderly manner, and in full compliance with applicable laws, regulations, and Library's Behavior Guidelines. Renters and attendees must agree to comply with all Library staff and/or Public Safety Officer direction/requests during time of use. Failure to do so may result in a non-refundable cancellation of the event.
- 5. Users may not fundraise, sell goods or services, promote or solicit for future sales of goods or services, charge admission, or ask for donations. Library Spaces are not available for profit making by individuals, organizations, businesses, private social gatherings, or provision of health care services.

- 6. Users are responsible for their own publicity, which **must not** include the Library's information as a contact. Publicity for the room use must not list or imply that Toledo Lucas County Public Library is a sponsor or endorses the user or program in any way. Use of the Library logo is prohibited.
- 7. Requests for use of teleconference and/or A/V requirements must be submitted at the time of the application. All digital presentations must be submitted or tested in person (at a pre-scheduled time) at least three working days prior to the event. Failure to do so may result in the technology not being available for use.
- 8. The use of an audio-visual (A/V) technician for events, using Library owned equipment, must be arranged through the Library and applicable fees will be assessed.
 Organizations are not permitted access Library owned A/V equipment including, but not limited to the McMaster Center control room or technology in the Large Glass Community Room. Attempting to do so may result in additional fees or denial of future requests.
- 9. Requests for outdoor electrical or water use must be made at the time of the request. Renter is responsible for bringing their own electrical/extension cords and/or hose. Renters using these options must ensure that these items do not cause a trip hazard or disrupt accessibility. This may include the use of gaffer's tape or other methods at the Renter's own expense.
- 10. Requests for installing stakes (such as tent stakes) and/or other penetrations to Library grounds must be made at the time of the request and must receive prior written approval by the Library.
- 11. The Library requires a list of all partnering organizations, vendors, sponsorships, equipment, entertainment, and activities at least ten (10) business days in advance of the event.
- 12. Any party renting a space is limited to the space requested. Spreading out to additional Library spaces not included in the reservation are prohibited.
- 13. The Library reserves the right to approve the caterer and/or food vendors, menu, and decorations. These details must be included in the application. Food and beverages are permitted only in the Space rented.
- 14. If the Library determines, in its sole discretion, that additional security is required for the event, the Renter is responsible for the cost of the additional Library public safety officers. Outside security is not permitted without direct approval from Library administration.
- 15. Materials cannot be nailed or taped to any Library wall or structure. Any decor must be free standing. No loose flower petals, confetti, open flames, balloons, etc.

- 16. Library furniture, used inside Library locations, may not be used outdoors for any circumstance (ie meeting room tables and chairs cannot be taken outside for events).
- 17. Smoking is not permitted on Library premises, including the Civic Plaza (rooftop), parking garage or parking lots, including in personal vehicles parked on Library property.
- 18. Parking may be used with approval from the Library. Valet parking services must be approved by the Library.
- 19. The Library is not responsible for equipment, supplies or any other materials owned by a group and used in the Library. Each group is responsible for the set-up and running of its own equipment. No modifications will be allowed to the Library's existing equipment to accommodate a temporary interface with the group's equipment. Attempts to do so will incur a fine and possible future denial of use.
- 20. Renter is responsible for returning the Space to its original, clean, condition and configuration. This includes cleaning up and disposing of trash. Library dumpsters may be available.
- 21. Children accompanying adult users in the rented spaces shall not be left unattended in the Library. Minors are not permitted to use the space without adult supervision.
- 22. If there is additional set-up or clean-up required on the Library's part, an additional fee may be incurred, at the Library's discretion. Library staff only handle set-up and tear-down of Library-owned property.
- 23. Load-in and load-out are to be done at times agreed upon by the Library and the renter, and shall be performed by the renter's staff or contractors. Library staff will not handle renter's equipment. The loading dock at Main Library is not to be tied up for any period longer than 30 minutes at any given time. Customer traffic in and out of any Library location cannot be blocked for any length of time.
- 24. If alcoholic beverages are to be served (option only available at Main Library), special approval from Library Administration must be granted, and strict compliance with state liquor laws must be adhered to.
 - a. Renter must use a licensed bartender and cover all associated expenses.
 - b. Renter may be required to obtain a properly issued liquor license issued from the Ohio Department of Liquor Control. All costs associated with securing a liquor license shall be at the renter's sole cost. A copy of the license must be submitted to the Library at least ten working days prior to the event. The Library reserves the right to cancel the serving of alcoholic beverages at the event if the permit is not received in time.
 - c. Renter shall provide a Certificate of Insurance verifying insurance coverage, including applicable liquor liability coverage or endorsement, and naming the

Library as an additional insured. Coverage shall be provided with limits of no less than \$1 million. All associated costs of securing the additional insurance are at the sole expense of the renter. A copy of the Certificate of Insurance must be submitted to the Library at least ten working days prior to the event. The Library reserves the right to cancel the serving of alcoholic beverages at the event if the certificate is not received in time.

- d. Renter will be required to pay for additional Library public safety officers. The number of officers will be determined solely by the Library, with all costs being incurred by the Renter.
- 25. The Library reserves the right to require additional liability insurance when the Library deems appropriate, even if alcohol is not to be served, in its sole discretion, and at the sole cost of the renter. If it is deemed by the Library that the event requires additional liability insurance, a copy of the Certificate of Insurance must be submitted to the Library at least ten (10) working days prior to the event. If this is not received, the Library reserves the right to cancel the event.
- 26. Renter agrees to accept personal responsibility for personal property while using the Space.
- 27. A written notice is required for all cancellations, and the renter must receive a confirmation from the Library to be valid. Deposits are non refundable if canceled within five (5) working days of the event. If the room reservation is canceled before five (5) working days of the event, a \$25 processing fee will still be charged. Cancellation notice of less than forty-eight (48) hours of the event will require full payment.
- 28. Failure to comply with this agreement may result in the loss of future use.
- 29. Renter agrees, at its sole expense, to defend the Library against, and to indemnify and hold the Library harmless from, any and all damages, costs, claims, suits, actions, liabilities, obligations, losses or expenses, including reasonable attorney fees, presented by any third party against renter or the Library, as a result of any personal injury, death or property damage arising from (a) the use of the Rental Area by Renter or (b) the negligence or breach of this Agreement by Renter or Renter's employees, contractors, agents, representatives or guests.

This "Library Rental Agreement" must be completed by an adult authorized by his/her organization to enter into this agreement, and the organization is responsible for adhering to these regulations and for the orderly conduct of the group while on Library premises. In the event of any damage to the Library and/or equipment, that individual, as well as the organization, will be liable. The applicant takes responsibility for seeing that attendance does

not exceed the posted capacity of an event area, and that all/any changes to estimated quantity or set-up or event program are communicated to the Library's designated contact person.

By signing this document, I am confirming that I have the authority to make these decisions and am agreeing on behalf of myself and/or the organization to the policies and conditions listed.

Space(s) Requested		Event Date(s)	
Signature	Print Name	Date	
Print Name	Title		
Organization/Company			
Address	City	State	Zip Code
Office Phone	Cell Phone	Email	

This agreement, materials and deposits should be submitted to the Development Department, Toledo Lucas County Public Library, 325 Michigan Street, Toledo, OH 43604. Checks should be written to the Toledo Lucas County Public Library.