

**Cuba Circulating Library**  
**39 East Main St**  
**Cuba, New York 14727**  
**Phone: 585-968-1668**  
**Fax: 585-968-3004**

**Community Room Use Agreement**

As an association library, the Cuba Circulating Library provides space for two types of events: 1) events the Library has determined are consistent with the Library's charitable mission of education and information access and routine operations, and 2) events organized by charitable organizations who meet the library's insurance requirements.

Name of Organization or Individual:

Person Responsible (if the user is an "Organization," this must be someone authorized to sign a contract for the Organization):

Mailing Address:

Phone:  Cell:

Email:

Date(s) of Use:

Time of Use:

Description of Program/Activity:

Estimated number of attendees:  Total Hours of use:

**Meeting Room Rules for Use.** Please initial next to each statement to indicate agreement:

Your event can be restricted to members or invitees, but must be free of charge.

Your organization must not bar any person on the basis of a protected category of identity, including but not limited to gender, race, veteran status, or religion.

The Library Code of Conduct applies to all persons attending your event and you will ensure attendees are aware of the requirements.

No smoking anywhere in the building or on library property. This is in keeping with New York State Public Health Law §1399-o.

The capacity of the room is no more than 97 people.

Please notify your attendees they are allowed to park in the lot across the street.

The public restrooms are locked. There is a key for each in the kitchenette. Restrooms must be left in tidy condition.

Arranging tables and chairs is your responsibility. Please return them to their original position when finished.

There is a \$25 cleaning fee if the kitchen and meeting room are not left clean and orderly. You must take your trash with you. Please do not leave anything in the refrigerator. A vacuum is located for your convenience in the double metal door closet.

After your meeting, return the thermostat to 60 in winter, AC to 80 in summer.

Turn off lights in the community room, hallway, entryway, and outside. The hall and bathroom lights are on motion sensors and will turn off automatically.

The rear stair exit is to be used in case of emergency only.

In the event of an emergency, call 911 and direct them to 39 E MAIN ST. An AED device is stored in on the main floor of the library.

Children eight (8) and under are not to be left unattended in the library while parents/guardians attend meetings, programs or events.

All Community Room users are responsible for signing out a key if access to the Community Room is needed outside the library's typical operating times. The key should be returned the same day, as the event. If your event ends after the library is closed, please do not keep the key. You may drop the key in the book drop. Library Staff will lock the front door. This will allow you to leave the building while also ensuring that the door is locked from the outside. Be sure the door is pushed shut and firmly latched when you leave. There is a charge of \$250 for unreturned keys.

Items such as pens/pencils, stapler, copies, scissors, tape, cups, plates, napkins, etc. **are not provided with use of this room.**

Sale of merchandise or other materials is forbidden on the premises unless specific approval from the Library Director is obtained in writing at least 3 days prior to the meeting.

### **User Fee**

To defray the costs of reservation, the library charges a nominal but important user fee as follows:

Authorized groups may use the Community Room at no charge for activities lasting less than two hours.

The fee per use for activities lasting from 2 – 4 hours is \$25.

The fee per use for activities lasting over 4 hours is \$50.

Fees must be paid by the end of each month.

### **Reservation and Cancellation**

To ensure equitable access to the community, reservations may not exceed a total of 20 hours of use per month, without specific board of trustee approval.

The library will work to ensure the space is ready for your group, but must reserve the right to cancel the reservation on the basis of safety or the operational needs of the library.

If the library must cancel your reservation, the library will contact the responsible person at the number listed as soon as possible. Reservation fees will not be refunded, but the library will re-schedule the cancelled meeting without further cost.

Notice of cancellation by your organization should be made to the Library Director as soon as possible. After 30 minutes a group may forfeit its reservation if it fails to appear as scheduled. If a group fails to show for two meetings in a row and does not call to cancel, all future reservations are forfeited until the group calls to reschedule.

### **Insurance**

For events found to be consistent with the Library's charitable mission of education and information access and routine operations, no insurance is required.

For events that are consistent with the Library's charitable mission of education and information access, but exceed the library's routine operations, proof of adequate insurance, naming the library as "additional insured" will be required.

Examples of events requiring adequate insurance include but are not limited to: workforce training, meetings of organization's employees, physical education classes (such as yoga or dancing), CPR classes, use of power tools, cooking or food preparation, professional services, and anything medically related.

**To enable adequate time for assessment, when required, proof of insurance must be provided not later than ten business days before your event.**

### **Hold Harmless and Indemnification**

The individual or organization arranging to use the room agrees to hold harmless, indemnify, and defend the Cuba Circulating Library, its officers, directors, agents, representatives, managers, employees and affiliates from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable attorney fees and legal expenses, incurred in relation to this conditional use of the library's property.

Initials

**Acknowledgements**

As the "responsible party" listed above, I have read and agree to the Community Room Use Policy.

Signature

As the responsible party, I have read and will abide by, and direct attendees to abide by, the Code of Conduct and the Community Room Use Guidelines.

Signature

I agree that I, or the organization I represent, will assume full responsibility for any damages or additional cleaning fees.

Signature

I/We, my/our organization, its officers, employees, and members shall through the signing of this Agreement by an authorized party or agent, agree to exercise the utmost care in the use of the library facility, the surrounding property, and to hold the library harmless from all damages, liabilities, injuries, or losses to persons or property resulting from use of library facilities.

Signature

Date

If you should need help after hours, you may reach the Library Director at 585-403-1569.

App. March 9, 2020

Rev: May 11, 2020, Dec. 14, 2020, Apr. 10, 2023