Room Use Policy

This policy is for the use of the Mahwah Public Library (hereafter “Library”) for outside groups and does not apply to Library programs; Library sponsored programs, or approved Mahwah Public Library-affiliated groups.

The Library Board welcomes individuals, community groups and charitable and commercial organizations to apply for the use of selected Library rooms and areas, as available, on a fee-per-use basis as set out hereafter in section 5.

Private Rental/Use of a Library room does not constitute a Library endorsement of any policies or beliefs of any individual, group or organization which rents or uses rooms in the Library.

1. **General Principles**

   1.1. Under New Jersey law (N.J.S.A. 40:54-17), the Library Board of Trustees manages the Library and is responsible for all policies and rules and regulations governing the use of the Library and its meeting rooms and as such reserves the right to change any or all of the Room Use Policies without notice.

   1.2. The Library and its public areas are maintained to serve residents who visit to read and borrow Library materials, attend Library cultural and educational programs, conduct research with support from Library staff and utilize Library resources and technologies.

   1.3. The Board of Trustees believes that as a cultural, educational, and informational center, the Library assumes an obligation to make its meeting room available to all eligible non-partisan, secular community organizations and tax-supported government bodies for public meetings on an equal basis, provided that such use of the meeting room does not interfere with the effective use of the Library by the general public or the regular operation of the Library.

   1.4. Therefore, the Library recognizes interest from individuals and organizations who seek rooms or areas where they may conduct their activities.

   1.5. The Board of Trustees of the Mahwah Public Library reserves the right to limit, control and determine the conditions of any and all uses of the Library meeting room by non-library organizations as well as cancel or relocate any scheduled meeting, if circumstances warrant. These regulations may be changed at any time, subject to legal limitations.

   1.6. The words “organization, group or individual(s)” used interchangeably throughout shall mean the “applicant” for the use of selected Library rooms and areas, as available and shall be subject to the Policies set forth herein.

2. **Room Use Guidelines**

   2.1. The Library’s peaceful environment and cultural and educational activities remain of primary importance. Failure to comply with this policy, or the Library’s code of conduct, will disqualify the individual/group from future use of the Library’s rooms.

   2.2. No use of the Library, including meeting rooms, is permitted that will interfere with effective use of the Library by the general public or the regular operation of the Library.
2.3. The Library does not discriminate on the basis of age, race, color, national origin, marital status, parental status, sexual orientation, gender identity, political ideology, creed, ancestry or the presence of any sensory, mental or physical disability, in choosing to make its rooms available to interested parties.

2.4. Gambling, the use of tobacco products, illegal substances, and the consumption of alcoholic beverages are prohibited in the meeting rooms and all other areas of the Library and premises.

2.5. Organizations and individuals shall not be permitted to hold demonstrations, rallies or conduct solicitations for business or perform fundraising for any organization not directly affiliated with the Library. Organizations and individuals shall not be permitted to advocate for or promote religious or political doctrine or beliefs.

2.6. Applicants shall comply strictly with all town ordinances and rules and regulations of the Health, Police, and Fire Departments regarding public assembly. Use of the meeting room will be limited to the capacity approved by the Fire Department. If it is necessary to have a uniformed fireman or policeman present to enforce safety provisions, the expense will be borne by the applicant. Proof of any such arrangements must be provided prior to the beginning of the event.

2.7 Library related programs, i.e. programs sponsored or hosted directly by the Library shall take precedence over all other events. Priority for use of the room is in the following order: Library business; Library related organizations; Non-profit groups based in Mahwah; For-profit businesses based in Mahwah; other qualified organizations.

2.8 No organization/individual may refer to the Library as their permanent meeting place. No organization/individual may use a Library room more than four (4) times in one month and twelve (12) times in each calendar year.

2.9 All groups must be supervised by a responsible adult and a responsible adult will be required to complete the application. If permission is granted to an organization whose members are eighteen (18) years of age or younger, one (1) supervising adult for every ten children must be in attendance.

2.10 All meetings and programs must be free of charge. No organization/individual may make a collection or charge a fee to those attending the meeting/program unless specifically requested in writing in advance and approved in writing prior to the event by the Board of Trustees; their decision will be final.

2.11 Press releases, posters, invitations, and other promotional materials are the responsibility of the group making application. Publicity for events must include a street address, telephone number and, where possible, email address of an individual sponsor or organization sponsor. Publicity, fliers, brochures, etc. cannot be left at the Library without express permission of the director. Library staff will not provide program information, conduct registration or collect money for any event or meeting.

2.12 Organizations/individuals may not imply that an event or meeting is sponsored, co-sponsored or endorsed by the Library in any advertising or publicity. Except as a designation of location, the name of the Library may not be used in any advertising related to the use of meeting rooms, nor may the Library’s telephone number be placed on any publicity. All such materials must be presented in advance for review. The Library reserves the right to review details for each proposed event or meeting, including but not limited to such aspects as safety, security and management and may either require an amendment to the proposed use or deny it based on the application.

2.13 The Library is not responsible for equipment, supplies, materials, or other items owned by an organization and used by them in the Library. Porter services and storage space are not available.

2.14 The meeting room is to be used for the purpose announced and/or intended. Any change of use must be provided, in writing, and approved in advance by the Board of Trustees. Programs may be canceled by the Director for non-compliance. Timely notice of cancellation must be provided and the Director or his/her designee reserves the right to visit and/or observe any program or meeting held on Library property.

2.15 An organization/individual denied permission may file an appeal to the Library Board of Trustees at least one (1) week prior to the next regular Board meeting. A copy must be sent to the Library
Director as well. After review the Trustees will notify the appealing part in writing of its decision. The decision of the Library Board of Trustees is final.

3. **Appropriate Use of Library Facilities & Equipment**

   3.1. Technology and audio-visual systems. There is wireless internet access provided throughout the lower level. The lower level meeting rooms feature built-in LCD displays with HDMI inputs. The Library has a laptop PC which may be rented for a fee or organizations bring their own laptop and all cables necessary to connect it to the display. The Winter Room and large meeting room features drop-down projection screens and LCD projectors are available to rent for a fee. The Library does not provide audio-visual and technology support, including setup and configuration of non-library equipment.

   3.2. Refreshments may be served, subject to 2.4 above. Food may not be prepared on-site. Items to be served must be stated in the application and are subject to approval of the Board of Trustees. The Library does not provide serving utensils, dishes or drinking vessels. The group must provide their own cleanup. Set-up is one hour before the program and cleanup must be performed immediately upon completion of the program.

   3.3. The room must be left clean and as the group/individual found it. No material may be attached to the walls for display purposes. Staff will set up or seating and table arrangements based on standard configurations established by the Library prior to the event.

   3.4. The group or organization holding the meeting is responsible for any damage done to the room and/or its contents, the buildings and ground, or for personal injuries incurred during attendance at the event and further agrees to pay costs for any extra cleaning or repairs necessary after the event through an additional maintenance fee charge as described in 3.5 below. A Certificate of Insurance, naming the Mahwah Public Library and the Township of Mahwah, as additional insureds must be provided in advance of the meeting. Please see section of this packet.

   3.5. The condition of the meeting room shall be checked by an authorized employee of the Library both before and after the event or meeting, and the condition of the premises with particular respect to any damage or shortage shall be noted in writing. Payment for any such damage or shortage shall be made by the individuals (jointly and separately) and/or the organization sponsoring the event. If such payment is not made, the organization shall be barred from further use of the facility until such payment is made.

4. **Hours of Operation & Emergency Closing**

   4.1. Programs/meetings may be held during normal hours of operation, Monday through Saturday. Events will not be approved for dates on which the library is closed, or on Sundays.

   4.2. Program organizers may, at the discretion of the director, arrive one-half (1/2) hour before the Library opens to setup the program. All programs must end one half (1/2) hour before closing.

   4.3. All programs and meetings are cancelled if the Library closes due to weather or other emergencies. Reasonable efforts will be made to contact the renting organization; however, the organization should verify that the Library is open prior to their reservation. If the Library closes, the renting organization will be given the choice of rescheduling their meeting, or receiving a refund.

5. **Fees**

   5.1. Each room reservation will be considered an individual event for billing purposes. A 50% deposit will be required to reserve the room, with the balance due on the day of the event.

   5.2. All room rentals require a $100 security deposit, payable by check which will be returned upon satisfactory inspection of the room subsequent to use.

   5.3. Organizations/individuals who cancel a room rental with less than 7 days’ notice to the Library shall be charged an administrative fee equal to 25% of the full rental fee. This fee must be paid in full before the organization/individual may make additional reservations.

   5.4. No fee will be charged for programs sponsored by the library, or those sponsored by the Friends of the Mahwah Public Library.
5.5. No fee will be charge to official Township of Mahwah agencies, boards and committees.

5.6. The following fees will be charged to non-profit 501(c)(3) organizations based in Mahwah:

5.6.1. Small Meeting Room: $20 first two hours, including setup; $10 each additional hour or part of an hour.

5.6.2. Large Meeting Room: $40 first two hours, including setup; $20 each additional hour or part of an hour.

5.6.3. Winter Room: $60 first two hours, including setup; $30 each additional hour or part of an hour.

5.7. The following fees will be charged to for-profit businesses based in Mahwah:

5.7.1. Small Meeting Room: $40 first two hours, including setup; $20 each additional hour or part of an hour.

5.7.2. Large Meeting Room: $60 first two hours, including setup; $30 each additional hour or part of an hour.

5.7.3. Winter Room: $80 first two hours, including setup; $40 each additional hour or part of an hour.

5.8. The following fees will be charged to non-profits and businesses based outside of Mahwah:

5.8.1. Small Meeting Room: $80 first two hours, including setup; $40 each additional hour or part of an hour.

5.8.2. Large Meeting Room: $120 first two hours, including setup; $60 each additional hour or part of an hour.

5.8.3. Winter Room: $200 first two hours, including setup; $80 each additional hour or part of an hour.

5.9. Additional Fees:

5.9.1. Use of a laptop computer: $25 per event, regardless of duration.

5.9.2. Use of a conference telephone: $25 per event, regardless of duration, including calling in the United States. (No international calling.)

5.9.3. Use of the Winter Room kitchen: $25 per event, regardless of duration. (The Winter Room kitchen may only be used in conjunction with the Winter Room.)

5.9.4. Use of a LCD projector: $50 per event, regardless of duration.

5.9.5. Use of the Winter Room piano: $200 per event, regardless of duration.

5.10. Discounts: Current members of the Mahwah Chamber of Commerce are eligible for a 20% discount from the fees normally charged to for-profit businesses.

6. Application Procedures:

6.1. Applications shall be made with the Library Business Office Mondays through Fridays, between the hours of 10:00 A.M. and 4:00 P.M. All required information must be provided; any additional information about your organization (brochures, etc.) will assist in the approval process. Applications are not transferable to another group or individual.

6.2. Reservations for use of the room are made in order of request, and applications must be made in writing. No reservations will be scheduled until the Application Form and Liability Waiver have been signed by a duly authorized officer or agent of the group.

6.3. A Certificate of Insurance for General Liability, in the amount of $1,000,000.00, naming the Township of Mahwah and the Mahwah Public Library as additional insured, must be provided with the room rental application. No room rental will be approved without a valid certificate of insurance. Please refer to the form “Insurance Requirements” and sample Certificate of Insurance, supplied by McCarthy & Forde, page Error! Reference source not found.Error! Bookmark not defined. of this packet.
6.4. The applicant must provide the Library with a “Hold Harmless” agreement indemnifying the Township of Mahwah and the Mahwah Public Library, and any of their officers, agents and employees, against any damage or injury arising from its occupancy and use of the facility and its equipment or the Library proper. The Township of Mahwah and the Mahwah Public Library shall not be held responsible for loss or damage to any property owned by the users of the Library facility.

6.5. In order to be considered, applications must be completely filled out. Once fully executed, a copy of the application shall be returned to the applicant(s). **Incomplete applications will be held for a period of 30 days.**

6.6. Bases for denying application. An application may be denied for the following reasons:

6.6.1. Jeopardizing the building or exceeding its capacity. If, in the judgment of the Trustees or their designated administrator, the safety of the building or occupants will be adversely affected.

6.6.2. Competing Library function or organization with a preference. If there is a competing Library function or if, in the judgment of the Trustees or their designated administrator, there is a competing organization with a preference, as hereinafter set forth and no viable alternative to its use of the room.

6.6.3. Non-payment of fees, breach of law or Library rules and regulations. If the applicant has not paid any of the fees required herein or violates any law, or violates any rule, regulation or condition governing the use of the meeting room.

6.6.4. The program or event is of religious, political and/or fundraising nature.

6.6.5. Jeopardizing the reputation and good standing of the Library in the community and other bases for denial. Such other reasons as may be compelling and in the interests of the Library and its patrons, in the judgment of the Trustees. Applicant shall, however, be given the opportunity to be present at a meeting of the Library Board of Trustees at which the application shall be the subject of deliberation and to present any arguments in support of the application as set forth in section 2.15 above.

6.7. The applicant shall be notified in writing whether the application has been approved or denied, and a denial shall state the reason therefor.

Policy reviewed and approved: 20 April 2011.
APPLICATION FOR USE OF LIBRARY MEETING ROOM

Date: ___________________

Name of Organization: _____________________________________________________________

Address: ________________________________________________________________________

President’s Name: ____________________________ Tel. #: ___________ Email: _____________

Applicant’s Name: ____________________________ Tel. #: ____________Email: _____________

Description of Organization: __________________________________________________________________

____________________________________________________________________________________

Purpose of Function: ______________________________________________________________________

____________________________________________________________________________________

Type of Organization: □ For Profit □ Non Profit (Proof of nonprofit status required)

RESERVATION DETAILS

Meeting Dates: ____________________________________________

Rental Start Time: _______________________ Rental End Time: __________________________________

Setup will begin: _______________________ Room will be vacated by: ____________________________

Meeting Room Requested: __________________________________________________________________

Size of Group _____________ Refreshments: yes __ no __

Explain Refreshments _________________________________________________________________

Promotional Materials: yes ___ no ___. If yes, please provide samples in advance review

*INCLUDE SET-UP & CLEANUP TIME IN RENTAL; SET-UP BEGINS AT START OF ROOM RENTAL.
*ROOM MUST BE VACATED BY THE ROOM RENTAL END TIME.

For Library Use

Application Rec’d: ___/___/____ Reservation Created: ___/___/____ Room: ______________________
Insurance Rec’d: ___/___/____ Insurance Apprvd: ___/___/____ Application Apprvd: ___/___/____
Date Invoiced: ___/___/____ Security Deposit Rec’d: ___/___/____ Payment Received: ___/___/____
**ROOMS & FEES**

<table>
<thead>
<tr>
<th>Meeting Room</th>
<th>Non Profit In Mahwah</th>
<th>For Profit In Mahwah</th>
<th>Non-Profit &amp; For Profit Outside Mahwah</th>
</tr>
</thead>
<tbody>
<tr>
<td>Winter Room</td>
<td>$60 for first two hours, $30 each additional hour</td>
<td>$80 for first two hours, $40 each additional hour</td>
<td>$200 for first two hours, $80 each additional hour</td>
</tr>
<tr>
<td>Large Meeting Room</td>
<td>$40 for first two hours, $20 each additional hour</td>
<td>$60 for first two hours, $30 each additional hour</td>
<td>$120 for first two hours, $60 each additional hour</td>
</tr>
<tr>
<td>Small Meeting Room</td>
<td>$20 for first two hours, $10 each additional hour</td>
<td>$40 for first two hours, $20 each additional hour</td>
<td>$80 for first two hours, $40 each additional hour</td>
</tr>
</tbody>
</table>

*FIRST TWO HOURS INCLUDES ROOM SET-UP & CLEANUP TIME (ie. ½ hour set-up & cleanup + 1 ½ hour meeting = 2 hour room rental)*

Additional Equipment Requested:
- Winter Room Kitchen ($25/Only available for use in conjunction with Winter Room)
- Winter Room piano ($200/Only available for use in conjunction with Winter Room)
- Laptop computer ($25)
- Conference telephone ($25/No international calling)
- LCD projector ($25)
- Projector Screen
- Podium
- Microphone with speakers (Winter Room)

Total Rental Cost: $ ________________

Payment is accepted by cash or checks made payable to the “Mahwah Public Library”.

**ROOM SET-UP INSTRUCTIONS**

- Winter Room
  - DEFAULT set-up is Auditorium Style (up to 120 chairs)
  - Conference Style (up to 10 tables, 3 chairs at each table)
  - Other (specify below)

- Large Meeting Room
  - DEFAULT set-up is Auditorium Style (up to 50 chairs)
  - Conference Style (up to 8 tables, 3 chairs at each table)
  - Other (specify below)

- Small Meeting Room
  - DEFAULT set-up is Auditorium Style (up to 35 chairs)
  - Conference Style (up to 6 tables, 3 chairs at each table)
  - Other (specify below)

Total number of tables: _____________
Total number of chairs: _____________
Additional Room Set-up Instructions:

_________________________________________________________________________________________
This request will be reviewed in accordance with the approved Room Use Policy. The organization must furnish adequate supervision of its activities and must comply with all of the provisions of the policy for use of library facilities provided with this application.

Please sign the following statements:

1. I am a duly authorized office/agent of the organization or group making application for use of the meeting room of the Mahwah Public Library.
2. I have read and understand the Room Use Policy and Code of Conduct rules governing the use of the meeting room of the Mahwah Public Library.
3. I have read and understand, and have signed the attached Liability and Indemnification Waiver.

Use has been: Granted ___ Denied ___

Approval Date ____________

__________________________       _____________________________
Officer / Agent of Organization, Signature      Library Director’s Signature

Liability and Indemnification Waiver follows on next page
HOLD HARMLESS AGREEMENT

Between the Township of Mahwah

And

__________________________________________ Organization Name

__________________________________________ Address (not Post Office Box)

__________________________________________ Telephone Number

Organization Type (Individual, Partnership, Non-Profit Corporation, Corporation, Public Entity)

In consideration of the use of ______________________________ on the following dates:

__________________________________________ for the purpose of

__________________________________________, the undersigned agrees to indemnify and
hold harmless the Township of Mahwah and its officers, agents and employees, and the Mahwah Public Library
and its officers, agents and employees harmless from any and all liability, claims, costs and attorney’s fees
arising out of the use the property referred to above.

I understand that this hold harmless agreement also requires that the Township of Mahwah, and the Mahwah
Public Library are indemnified from any losses or damages resulting from the acts or omissions from any guest,
participant, visitor or other person attending the event herein referred to. Unless waived in writing by the
Township of Mahwah, I agree to furnish a Certificate of Insurance specifically naming the Township of Mahwah
and the Mahwah Public Library as additional insured providing general liability, bodily injury and property
damage coverage with minimum limits of liability not less than $1,000,000.00 combined single limit. Said
certificate shall state that “the issuing company shall mail 30 days written notice to the certificate holder named,
certified mail return receipt”. It shall also contain a statement acknowledging this hold harmless agreement. No
exceptions or limitations will be accepted.

In order to induce the Township of Mahwah to accept this hold harmless agreement, the following
information concerning the intended use of the premises is furnished:

a. Alcoholic Beverages (will) or (will) not be served.

b. Total number of persons anticipated is _____________.

c. Live entertainment (will) or (will not) be provided.

d. Other ____________________________________________.

Signed this ________________________ day of __________________ 20 _____ as

__________________________________________ (Name of Organization)

__________________________________________ (Authorized Signature)

__________________________________________ (Witness)

Note: Certificate of Insurance shall be in original form. No photocopies or fax copies shall be accepted. It shall
also be signed in ink by the authorized person.
ACORD™ CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
Your Insurance Agency Inc.
123 Main St.

INSURED
Your Organization
456 Central Ave
Aynatown, NJ 00000

INSURERS AFFORDING COVERAGE
INSURER A: Your Insurance Carrier, Inc.

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Certificate Holder is included as additional insured as respects to use of the Mahwah Public Library, located at 100 Ridge Road, Mahwah, NJ 07430 for [the name and date of your event].

NOTE: THE TOWNSHIP OF MAHWAH IS BOTH CERTIFICATE HOLDER AND ADDITIONAL INSURED; THE MAHWAH PUBLIC LIBRARY SHOULD ALSO BE LISTED AS AN ADDITIONAL INSURED.

CERTIFICATE HOLDER
Township of Mahwah
475 Corporate Drive
Mahwah, NJ 07430

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