

Meeting Room Reservations, Use Policy and Request Form

In our role as a community center, the Morton-James Public Library encourages the public to use the Kimmel Gallery, lower level North Meeting Room and main level East Room for meetings, programs and private gatherings. Library activities or events will have priority over public requests to use the rooms. Permission to use the meeting rooms does not constitute or imply Library endorsement of the aims, policies or activities of any group or organization, or the views expressed during a meeting/event.

Meeting Room Reservations

1. Nonprofit, community groups, community organizations and private gatherings may use the Library meeting rooms. The Kimmel Gallery is available for meetings/events after regular Library hours. The lower level North Meeting Room and main level East Room may be used for small groups during regular Library hours.
2. A freewill donation to the Library is suggested for the use of a meeting room. Use of a meeting room is not contingent upon receiving a donation.
3. Reservations can be made by phone, completing the form on the Library website, or by contacting the Library in person. Reservations must be made by an organization or group representative over nineteen (19) years of age. The full name of the representative, organization or group, a brief description of the meeting/event and a current phone number are required when making a reservation.
4. The reservation will be confirmed as soon as possible for phone calls and walk in requests. Requests received through the website will be confirmed within two (2) business days.
5. The representative will be responsible for setting up before the meeting/event and returning the room to its original state following the meeting/event.
6. If the meeting is to start after the library is closed, the representative of the organization or group needs to be at the library at least 15 minutes before closing time. A reservation outside normal library hours depends on availability of staff and whether this will impact normal library operations.
7. Library staff should be notified as soon as possible if a scheduled meeting has been canceled. The library reserves the right to cancel or reschedule any meeting without penalty or obligation. An adult leader over the age of nineteen (19) must be present at all times to supervise groups of children. At least 2 adults must be present for meetings/events involving groups of children under the age of 16.

Meeting Room Use

8. The Kimmel Gallery offers a kitchenette, eight (8) folding tables and fifty (50) folding chairs. The room is located close to handicap accessible public restrooms. Maximum room capacity is 100.
9. The North Meeting Room is located on the lower level. It can be accessed without using stairs. The room comfortably holds twenty (20) people. The East Room is located on the main level with one study table and four (4) chairs.
10. Alcoholic beverages, smoking, and open flame, such as candles, are prohibited. The Library reserves the right to enter any facility or meeting room at any time when deemed reasonably necessary by the Library.

11. Audiovisual equipment is available upon request at no charge, but it is strongly recommended that the representative confirm compatibility with personal devices prior to the time of the meeting.

12. No items may be sold unless for the profit of the library or for fundraising to benefit non-profit organizations in our community. Organizations claiming nonprofit status may be asked to provide a copy of their IRS Form 501(c)(3), Articles of Incorporation, or a Tax Exempt Certificate. Authors requesting to sell books will need the approval of the library director. A reasonable fee can be charged by the host to recover costs of refreshments and materials for programs.

13. Refreshments may be served. All supplies must be provided by the person or organization using the room. Please use care when selecting refreshments. Bright red drinks, open cups and running children might not be the best combination. The Library belongs to everyone in Nebraska City. Please assist with maintaining the condition of the meeting rooms.

14. User will not put any holes into or use any substance that would leave residue on doors, windows, walls, furniture or fixtures or equipment in and about the premises. In the event the room or equipment is damaged, a damage fee will be assessed and charged. Failure to pay the damage fee can result in civil action being taken by the City Attorney in county court at the discretion of the Library Board (See Code of the City of Nebraska City, Sec. 20-7, pg. 1142-1143 and Chapter 51, Section 214 of the laws of Nebraska for authority to take such action). It may also result in a ban on use of the meeting rooms for both the representative and the organization/group.

15. The Library reserves the right to require additional insurance for special events. All hosts and persons attending meetings/events using Library facilities take the premises "as is" and assume all risks of loss, damage, or injury, including death or property damage, resulting from the use of the Library facilities and services under this policy. Library "facilities" and "premises" includes not only meeting rooms but the entire building, parking lot and grounds. The Library assumes no liability whatsoever for any property placed by the host or any person attending a meeting/event in or about Library buildings or properties. All persons on Library premises because of such a meeting/event (participants, members, invitees, etc.) are under the direct and complete control of the host. As such, the host is liable for all damages resulting from a participant's use of the Library's facilities and services. Host shall reimburse the Library for all damages to its facilities or equipment resulting from the use of the same.

THE USER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE LIBRARY, ITS BOARD, OFFICERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY OR FINANCIAL LOSS, COSTS OR EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND LEGAL COSTS) RESULTING FROM ANY SUIT, CLAIM, LOSS OR ACTION BROUGHT AGAINST THE LIBRARY, ITS BOARD, OFFICERS, AND/OR EMPLOYEES WHICH ARISES OR RESULTS DIRECTLY OR INDIRECTLY FROM THE USE OF THE LIBRARY'S FACILITIES OR SERVICES UNDER THIS AGREEMENT BY THE USER OR ITS SPONSORS, SPECTATORS, PARTICIPANTS, MEMBERS, OFFICERS, DIRECTORS OR AGENTS.

16. It is the policy of the Library to be in full compliance with all Federal, state, and local non-discrimination and equal opportunity laws, orders and regulations relating to race, sex, creed, religion, color, culture or ethnicity, sexual orientation, political affiliation, physical limitation, age, national origin, or status as a disabled veterans or veterans of the Vietnam era. Users must comply with all applicable requirements of the Americans with Disabilities Act (ADA) in assuring the availability of auxiliary aids and services required, and agree to indemnify, hold harmless, and defend the Library, its

Board, officers and employees from and against any claims resulting from a failure to comply with ADA standards for access to programs and services.

17. Applicants may not assign or in any way transfer rights to other persons. Nothing in this agreement shall imply any sponsorship, partnership, joint venture, or other association between the Library and the host. The host shall have sole responsibility for the content and the conduct of its activities on Library property. The Library's name shall not be used to suggest co-sponsorship or endorsement of any activity without prior written approval of the Library.

18. The Library Board of the Morton-James Public Library reserves the right to amend these regulations at any time. For good cause, the Library Director may waive any meeting room regulation.

Morton-James Public Library Meeting Room Request Form

A freewill donation to the Library is suggested for the use of a meeting room. Use of a meeting room is not contingent upon receiving a donation.

Date of Request _____

Group Name _____

Contact Name _____

Address _____

City _____ State _____ Zip _____

Phone _____

Email _____

Large Group - Kimmel Gallery Small Group - North Room One-on-One – East Room

Program/Event Date _____ Time _____ to _____

Purpose of Meeting _____

(See Policy #12): No items may be sold unless for the profit of the Library or non-profit organizations...

Open to the Public Yes No

Food or drink being served Yes No

(See Policy #13): Please use care when selecting refreshments.

Technical Equipment Requested:

- Projector Yes No
- Screen Yes No
- Laptop Yes No
- Podium Yes No
- Sound System Yes No Kimmel Gallery Only

NOTE Policy Item # 14: In the event the room or equipment is damaged, a damage fee will be assessed and charged. Failure to pay the damage fee can result in civil action being taken by the City Attorney in county court at the discretion of the Library Board (See Code of the City of Nebraska City, Sec. 20-7, pg. 1142-1143 and Chapter 51, Section 214 of the laws of Nebraska for authority to take such action). It may also result in a ban on use of the meeting rooms for both the representative and the organization/group.

Yes, I have read, understand, and will adhere to the Meeting Room Reservations and Use Policy, specifically including, but not limited to, Item #15's assumption of the risk, waiver of liability, indemnification, and hold harmless provisions, and I am authorized to act for the group/organization making this application.

SIGNED

DATED

Adopted May 9, 2018