

SKANEATELES LIBRARY: **FACILITY USE APPLICATION**

Thank you for your interest in using Library Hall! The Skaneateles Library is pleased to offer this resource to our community.

To see if rental of the hall is a good fit, please fill in and return this application no less than 4 weeks before your requested use. The library will use your answers to evaluate if it can offer your event a rental contract. Your answers will become part of the contract, so please be accurate.

Representative Name: _____ **Date:** _____

Group Name: _____

Address: _____

Phone: _____ **Email:** _____

Will you be present for the duration of the event?: ☐Yes ☐No

If not, please provide the name and contact information for the person who will oversee the use of Library Hall during the reservation:

Name: _____

Phone: _____ **Email:** _____

Non-profit status: ☐Yes ☐No

Requested date: _____ **Requested time:** _____

***Time room is needed* → From:** _____ **Until:** _____

Technology needs: ☐screen ☐projector ☐laptop ☐speakers ☐microphone ☐smartboard
☐movie screening equipment

Estimated number of attendees: _____

Will this event be advertised to the public (this includes social media and email)? ☐Yes ☐No

Have you read the library's Facility Use Policy? ☐Yes ☐No

Have you read the library's Patron Code of Conduct Policy? ☐Yes ☐No

Will you charge a fee for entry to or participation in the event? ☐Yes ☐No

Please describe the activities to be conducted while you are using the hall. NOTE: *Use of Library Hall generally requires proof of insurance. If your event is under 20 people and will solely consist of people gathering and no physical activities (no dancing, yoga, etc.), the insurance requirement may, at the sole discretion of the library, be waived. In no event shall this requirement be waived if your event is open to unaccompanied minors.*

Will you bring in any contractors or third parties to provide services for this event (for example, an instructor or vendor)? NOTE: *If the answer is "Yes", they must name the library as an additional insured on their certificate of insurance, and you must provide a copy to the library prior to the event.*

☐Yes ☐No

Will minors under the age of 8 unaccompanied by parents/guardians be allowed to attend the event at Library Hall? NOTE: *Per the library's Patron Code of Conduct, parents and/or guardians are responsible for their children's conduct while children are on library property. Children under the age of 8 must be in sight of and directly supervised by a responsible caregiver age 14 or older.*

☐Yes ☐No

If "NO", nothing further is needed.

If "YES": does your organization have a policy barring abuse of minors, and requiring instances of abuse of minors in connection with the organization's programs to be reported to law enforcement within 24 hours? ☐Yes ☐No

If "YES, WE HAVE A POLICY", please attach a copy of the policy.

If "NO, WE DON'T HAVE A POLICY", use is not an option.

Accepted on behalf of the Organization: _____

Print name: _____

Date: _____

THE FOLLOWING WILL BE COMPLETED BY LIBRARY STAFF:

Accepted on behalf of the library: _____

Print name: _____ Title: _____

Total fee: _____ Date paid: _____

Terms of Use

1. Together with the completed Application set forth above, this document is a contract for facility use between the Skaneateles Library (the "Library") and _____ ("Renter") an organization/individual with an address of _____, for temporary use of Library Hall (the "Hall") on _____ from _____ to _____ for a fee of \$ _____.
2. The Library's designated contact point ("Library Contact") for this rental contract is library director Nickie Marquis at 315-685-5135 and director@skanlibrary.org.
3. As part of its mission, the Library requires that all people on Library property abide by its Code of Conduct. In addition, while using the Hall, the Renter and any person at the Hall in affiliation with the Renter must at all times follow any reasonable request of any Library representative.

Indemnification

To the greatest extent allowed by law, Renter hereby agrees to indemnify and defend and hold harmless the Library, its Board of Trustees, employees, agents, and volunteers, from any and all causes of action, complaints, violations, and penalties, and shall pay the cost of defending same, as well as any related fines, penalties, and fees, including reasonable attorneys' fees, related to Renter 's use of the Hall, including conduct by any third party or contractor present at the Hall as part of the Event/s.

Insurance

(Check One)

- [] Organization shall provide insurance meeting the requirements shown in exhibit "A."
- [] Due to the purpose, small size, lack of physical activity and no attendance by unaccompanied minors associated with the event, the usual insurance requirement is waived.

Payment of Fee

The fee listed in "1", above, is due by _____.

Venue for Dispute

This contract and any related action shall be governed according to the laws of the state of New York, and venue for any dispute shall be Onondaga County, New York.

Person Signing for Renter

The person signing on the line below on behalf of Renter is at least 18 years of age and has the power to sign for the Renter.

Accurate Information

The person signing on behalf of Renter has reviewed the answers in the application section of this document a has confirmed they are accurate.

1. MINIMUM INSURANCE TO BE MAINTAINED BY RENTER

Prior to commencing temporary occupancy under this Contract, Renter, at its own cost and expense, shall procure and maintain insurance for the coverages listed below, written for not less than the limits specified for each coverage or required by law, whichever is greater:

1.1. Commercial General Liability *(per most recently approved ISO Form CG 00 01 or equivalent)*

Bodily Injury and Property Damage Limit	\$500,000 each
Personal Injury & Advertising Injury Limit	\$1,000,000 each person
General Aggregate	\$1,000,000

1.11. Evidence of Insurance

The Renter shall deliver to Library Contact Point, at least 3 days before the rental period, Certificates of Insurance on an Acord™ (or equivalent) Form acceptable to Library certifying that policy of insurance for the required coverages have been issued and are in effect and comply with the requirements herein.

- 1.11.1 The NAIC or AM Best Identification Number must be shown on the certificate after the name of each insurance company to allow accurate identification of the insurer(s).
- 1.11.2 Certificates evidencing Liability coverage under which Library is required to be named as an Additional Insured must clearly indicate that Library (as required herein) has been included as an Additional Insured and that such Additional Insured status applies on a primary basis with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner. The certificate must clearly specify the policies under which such Additional Insured status has been granted and a copy of the Additional Insured Endorsement(s) or Policy Provision(s) that grant(s) the required Additional Insured status must be attached to the certificate.
- 1.11.3 Failure of the Owner to demand such Certificate of Insurance or failure of the Owner to identify a deficiency in a certificate that is provided shall not be construed as a waiver of the Renter's obligation to maintain such insurance.
- 1.11.4 Library shall have the right, but not the obligation, to terminate the Contract or otherwise prohibit the Renter from entering the Library or Library Hall until such certificate indicating full compliance with the requirements herein has been received and approved by Library.