

Wilton Library Agreement for Use of Library Facilities

The Wilton Library Association, Inc. ("Library") subscribes to Article IV of the Library Bill of Rights, which states that facilities should be made available to the public served by the given library on an equitable basis, regardless of beliefs or affiliations of individuals or groups requesting their use.

Renter's use of the Library Facilities (whether a corporation, partnership, association, non-profit organization, group or individual) shall be governed by the following terms and conditions, the Agreement for Use of Library Facilities, the Application for Use of Wilton Library Facilities ("Application for Use") and the Wilton Library Code of Conduct Policy (together comprising the "Rental Agreement") as well as all applicable laws, rules, and regulations. If not defined herein, capitalized words and phrases shall have the meanings ascribed in the Application for Use. Specific requests or variations will be considered at the discretion of the Library Director and/or the Rental Manager.

BASIS FOR RENTAL

- The Library maintains its facilities primarily for library-related programs. These programs may be sponsored or co-sponsored by the Library in order to further its mission to provide educational, informational, and recreational opportunities for the community.
- When the Library facilities are not needed for library-related programs, they may be rented, provided that a completed and signed Agreement for Use of Library Facilities and Application for Use are submitted to the Library and a Rental Agreement is entered into with the Library. The Library reserves the right to seek references for any applicant seeking to rent the Library facilities before entering into a Rental Agreement.
- Acceptance will be on a first-come/first-served basis. Event activities shall be restricted to those facilities for which the arrangements have been specifically made.
- All Applications for Use shall name an adult responsible for all contact between the Library and Renter, including the housekeeping and security of the Library Facilities and payment of the Rental Fee.
- Use of the Library Facilities shall not interfere with the ongoing delivery of Library programs and services. If the Library determines that an applicant's use of the Library Facilities may be potentially disruptive, the Application for Use shall be denied. Use of Library Facilities does not in any way imply endorsement of an applicant's policies or beliefs by the Library.
- Renter may use the Library Facilities for business or organizational meetings or private events. No admission may be charged and no products or services may be advertised, solicited, or sold without the express written consent of the Library

Director and/or the Rental Manager. Renter shall not imply that its programs are sponsored, co-sponsored or approved by the Library.

- Should a political party or candidate wish to rent any of the Library's Facilities, they can only do so in compliance with the following: (1) that the individual or organization in any notification or advertising of the event states clearly that the content of their message is not sponsored, co-sponsored or approved by the Library, if applicable; (2) that notice of said usage is made and offered at the same cost to all other candidates for said office and all other political parties involved with said campaign; (3) that the renter must affirmatively state that there will be no solicitation of funds, written or otherwise, during the event; (4) that the rate charged any candidate or political party to rent one of the Library's Facilities will be that charged to not-for-profit organizations and for educational or cultural use; (5) that there be no signage on the Library property or building advertising the event (the Library will provide a sign immediately inside the front door naming the event and its location within the building); and (6) so that proper notification may be made to other candidates or political parties, no Library Facilities will be booked for a candidate or political party less than thirty (30) days prior to the election.
- Minors may use the Library Facilities only if they are under the continuous supervision of adults. Events attended by minors shall have at least one adult chaperone for each ten minors attending. Exceptions may be made at the discretion of the Library Director and/or the Rental Manager.
- In addition to any causes of action the Library may have against the Renter for breach of the Rental Agreement, a Renter who violates these terms and conditions or those set out in the [Wilton Library Code of Conduct Policy](#) may be asked to leave and/or denied future use of the Library Facilities.

CARE OF THE FACILITIES AND EQUIPMENT

- Renter shall abide by the fire code occupancy limits listed on Exhibit A hereto. Renter shall furnish proper police and fire supervision for traffic and safety purpose and shall apply to the police and/or fire marshal when their use of the Library Facilities warrants this supervision and provide written notification to the Library of the satisfactory result of such application.
- Renter shall restrict entry to the Event if Renter deems such restriction to be appropriate.
- Renter shall leave the Library Facilities in a clean and orderly condition. Decorations shall not be nailed, tacked, or taped to the walls or furniture, although masking tape may be used. Cleaning the kitchen facilities shall include, but not be limited to: (a) floors swept clean and damp mopped, (b) waste receptacles empty and clean, with trash bags placed in a dumpster outside the Library on the southeastern edge of the property, (c) kitchen equipment, tables, counters, sinks, and ranges cleaned and left in original order, and (d) leftover food removed from the Library.
- A walk-through with the custodian before and after the facilities use must take place. The custodian will sign off on both the before and the after walk-through.
- Renter shall take good care of the Library Facilities and Equipment and shall report all damage occurring during Renter's use to the Library. Library Facilities and

Equipment damaged during Renter's use shall be repaired or replaced by the Library. Renter shall promptly reimburse the Library for the full cost of such repairs or replacement.

- The Library shall clean the floors, bathrooms, hallways, shall lock up the Library and, for non-catered events, shall set up the tables and chairs. A custodial fee may apply. See Application for Use for rate information.
- Only Library personnel may operate the following Library Equipment: LCD projector, mic-sound system, computer, and stage lights focused if needed. Renter may operate the TV/VCR/DVD combined equipment and the overhead transparency projector.
- If the piano needs tuning, it will be done by the Library's piano tuner at the cost listed in the Application for Use.

FOOD AND ALCOHOLIC BEVERAGES

- If the Rental Agreement permits Renter's provision of food and beverages, Renter shall obtain a temporary food permit for the Event if it is required by the Wilton Health Department. Renter shall maintain all food under the temperature, pH level and water activity level conditions that will inhibit the rapid and progressive growth of infectious or toxigenic microorganisms.
- If the Event is catered, Renter shall provide the Library with a copy of the caterer's license for any food prepared or served at the Library.
- If the Rental Agreement permits Renter's provision of alcoholic beverages, Renter shall appoint a "Designated Person" who shall be over the age of twenty-one, who shall remain on the premises throughout the Event, who shall not consume alcoholic beverages during the Event and who shall be personally responsible for the Renter's compliance with all laws and regulations applicable to the provision of alcohol.
- If renter serves alcoholic beverages, the renter needs to apply for, obtain, and submit to the Library prior to rental a temporary liquor permit through the CT Department of Consumer Protection, unless the renter holds a permanent license to serve, a copy of which must be given to the Library. Renter can download the application and forms by clicking the following link:

<http://www.ct.gov/dcp/cwp/view.asp?a=1623&Q=288378&PM=1&dcpNav=%7C>

SECURITY DEPOSIT

- If required, Renter shall pay a Security Deposit of \$500 by check or credit card (MasterCard, Visa, or American Express only) upon execution of the Rental Agreement. The Security Deposit shall be held to insure that Renter's obligations under the Rental Agreement are carried out, such as payment of any and all costs of cleaning and repair or replacement of the Library Facilities and Equipment.
- The Security Deposit minus any amount deducted for cleaning, repair, or replacement (or satisfaction of any other Renter obligation) shall be returned to Renter within ten business days after the Event, without interest. If the cost of

repair for damage exceeds the amount of the deposit, the renter is responsible for the additional payment and will be billed by the Library.

- If the Security Deposit is not sufficient to cover Renter's obligations under the Rental Agreement, Renter shall promptly pay the Library all additional amounts owing as set forth in the Application for Use.

INSURANCE AND INDEMNIFICATION--required for social events if any alcoholic beverages are to be served

- Renter shall have comprehensive liability insurance with limits of \$1,000,000 per occurrence and shall present a Certificate of Insurance naming the Library as an additional insured to the Library at least 10 business days prior to the Event.
- If alcoholic beverages will be served at the Event, Renter shall show proof of "Host Liquor Liability Coverage," again naming the Library as an additional insured.
- Renter shall obtain from any caterer they may use a Certificate of Insurance confirming coverage of not less than \$1,000,000 and naming Renter and the Library as additional insureds with respect to any claims arising from such caterer's performance, operations, supplies, equipment, food, or beverages provided by them.
- Renter shall ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against the Library.
- Renter shall defend, protect, indemnify and hold harmless the Library and all its trustees, officers, board of selectmen, employees, and members against and from all claims arising from the negligence or fault of the Renter or any of its agents, members or invitees which arise out of the use of the Library Facilities.
- Storage of materials before or after the Event is prohibited. The Library is not responsible for equipment, supplies, exhibit materials, or any other items brought by Renter or any of its agents, members, or invitees to the Library.

PAYMENTS

- Renter shall pay the Library the Security Deposit of \$500, if required, upon execution of the Rental Agreement.
- Renter shall pay the entire Rental Fee 14 days prior to the rental date if 14 days is appropriate based upon booking date, or payment may be made in full at the time of the event by arrangement with the Rental Manager.
- If the full Rental Fee is not paid by those that fall under the for-profit and private event category as provided herein, Renter shall be deemed to have canceled the Rental Agreement less than 30 days prior to the Event.

CANCELLATION

- The Library may cancel the Rental Agreement at any time prior to the Event, provided that the Library gives Renter notice of such cancellation and refunds the Security Deposit in full within ten business days of such notice of cancellation.
- Renter may cancel the Rental Agreement at any time. In the event of such cancellation, Library shall provide (a) a full refund of the Down Payment if canceled 30 days or more prior to the Event; (b) a fifty percent refund of the Down Payment if canceled 10 to 29 days prior to the Event, and (c) no refund if canceled nine or fewer days prior to the Event.
- For all cancellations, the Library shall refund the Security Deposit in full within ten business days of notice of such cancellation.

GOVERNING LAW

- The Rental Agreement shall be governed by and interpreted in accordance with the laws of the State of Connecticut, notwithstanding any conflicts of laws rules or principles under which any other law would be applicable.

Executed this _____ day of _____, _____.

RENTER

WILTON LIBRARY
ASSOCIATION, INC

Signature: _____

By:

By:

Title:

Title:

(Approved by the Board of Trustees, March 2007)

EXHIBIT A

ROOMS AVAILABLE FOR RENTAL

Room	Dimensions	Capacity
Brubeck Room	32' X 48'	155
Brubeck Room Courtyard	58' X 48' (less 32' X 32')	75
Kitchen	24' X 8'	10
Lobby	18' X 62'	200
Presidents' Room	24' X 20'	40
Rimer Room	24' X 24'	65
Crafts Room	16' X 36'	75