



Comfort Public Library

Comfort Public Library Learning Center Facilities Use Agreement Application

Please complete to include signatures and initialing.

The agreement can be mailed or faxed to:

Comfort Public Library, 701 High Street, P.O. Box 536, Comfort, TX 78013;

Fax: 830-995-5574; Phone: 830-995-2398

Date of Application _____

Event Name _____

Event Sponsor's Name _____

Event Sponsor's Address _____

Phone (C) _____ (H) _____ Email _____

Business Name and Address _____

Phone (C) _____ (O) _____ Email _____

Class Room **Kitchen**

Type of Function _____ Estimated # of Attendees _____

Event Day and Date _____

Event Start Time _____ Event End Time _____

Start time and end time include all set up, tear down and outside vendor set up and tear down.

For-Profit Organization **Non Profit Organization** _____ Tax ID Number

Will Require AV/Special Equipment:

Lectern ___ Mic ___ Projector/Screen ___ Blu-ray Player ___ TV ___ (in Class Room); Please make advance appointment with Technical Services Department for instructions on use.

Will Require Use Of Kitchen Facilities: ___ Yes ___ No

Kitchen facilities are available to users of the community room; however, supplies are not provided. Non-alcoholic beverages and food are allowed in the community room.

Event Sponsor Printed Name _____ Copy of TX DL Obtained

Event Sponsor Signature _____ Date _____

By signing this agreement, each of the above persons (hereinafter, "you," "Event Sponsor," or "Event Sponsors") jointly and severally, agrees to be bound by and abide by the terms, conditions, and stipulations herein. Failure to make payments or follow guidelines as outlined within the contract will result in cancellation of event date by the Comfort Public Library and forfeiture of all fees paid and/or due at time of cancellation. In the event of a cancellation all monies paid and/or due will be forfeited. All further references to Comfort Public Library Learning Center will be noted as Comfort Public Library.

Comfort Public Library Policy Purpose and Guidelines for Use

Policy Purpose: (1) This policy is to set forth the rules and regulations for use of the library learning center for both non-profit and for-profit community entities during designated hours for programs not sponsored by the library. (2) The library learning center is to be used for programs sponsored by the library in the furtherance of its mission. (3) The library learning center is available to accommodate a wide variety of public programs that encourage use of the library and meet the needs of the larger community.

Guidelines for Use: The Library subscribes to the tenets of the Library Bill of Rights, which states in part, "Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use".

The Library does not discriminate in making its premises available on the basis of race, color, national origin, religion, sex, sexual preference, age or physical limitation.

Any group utilizing the facilities for any purpose shall comply with the Americans with Disabilities Act (ADA), which requires that a meeting or materials at a meeting be provided in an accessible format in response to a request by any person.

Use of Library meeting rooms does not imply endorsement, support or co-sponsorship by the Comfort Public Library of the activities that take place or of the beliefs of the group using the rooms.

Neither the name nor address of the Library may be used as the official address or headquarters of an organization.

Meeting rooms may not be used for social gatherings such as showers, birthday parties, dances, etc.

Meeting rooms are designed to meet general, non-commercial, informational, educational, cultural and civic needs including activities such as discussion groups, panels, lectures, conference and seminars.

Library needs may preempt any other scheduled event.

Rooms shall remain unlocked during use.

Rooms must be vacated at the agreed-upon time.

Meeting rooms may not be used for political rallies or campaigns for specific partisan political issues or candidates.

Meeting rooms may not be used to provide any kind of direct healthcare services including examinations or treatments.

Individuals may be asked to leave if they disturb others or engage in disruptive behavior and the noise levels from meeting rooms may not disturb library patrons or staff.

Any use of tobacco products as well as tobacco products alternatives, alcoholic beverages, open flames, burning incense or lit candles are not allowed.

Children must be supervised by an adult at all times, with an appropriate child to adult ratio.

For protection and safety, guests must wear shoes when at the Comfort Public Library at all times.

In publicity materials, the Library cannot be listed as the sponsoring organization, but only as the "location site." All publicity, including on social media, about the program must state that the meeting is not sponsored by the Library.

The Library reserves the right to limit or prohibit uses that represent a threat to the health or safety of Library users, or the orderly use of the Library.

Permission to use the facilities will be denied to any organization and/or meeting

- Whose purpose is illegal;
- Whose conduct would interfere with the proper functioning of the Library;
- Whose purpose is promotional or for monetary gain;

To ensure the success of your function at Comfort Public Library, please read the following terms carefully. Just like in life, problems come about when assumptions are made or expectations are not verbalized. **PLEASE DO NOT ASSUME THAT WE WILL PROVIDE AN ITEM OR SERVICE UNLESS IT IS SPECIFIED IN THIS AGREEMENT.**

Description of Class Room, Tables and Chairs

The CPL Learning Center has a class room that is 24' x 55' that can be divided into two smaller program/meeting spaces (24' x 18' and 24' x 37' using a folding wall system. There are 100 chairs and 15 60" rectangular tables for use as well. No table coverings/linens will be provided by the Comfort Public Library. There is a small kitchen space for use, however, no onsite cooking is allowed. Users are responsible for leaving the rooms in a neat and orderly condition. Failure to do so may result in the denial of future requests and forfeiture of their security deposit. Users may not move tables and chairs into other rooms.

Reservations Guidelines, Deposits, Payments and Cancellations

- (1) **Facilities Use Agreement Application:** Requests for use of a meeting room require a completed and signed usage agreement. Requests will be honored on a first-come, first served basis.
- (2) **Security Deposit:** All for-profit organization reservations will be confirmed upon receipt and acceptance of a **non-refundable** security deposit of \$100 as well as a completed and signed Facilities Usage Agreement Application. Non-profit organizations are not required to pay a security deposit if the event timing (to include set up and tear down) is during the library's normal hours of operations. The non-refundable deposit will be applied to the overall rental fee. Non-profit organizations will be required to pay a \$50 security deposit if the event timing (to include set up and tear down) is during the hours of when the library is closed.
- (3) **Damage Deposit:** A \$150.00 damage deposit must accompany the completed and signed usage agreement. A \$150 damage deposit will be charged in addition to the rental fee. The \$150 damage deposit is due 30 days in advance of event. This retainer will be refunded either in part or in whole within four (4) weeks after your event upon inspection of the facility following the conclusion of the event. Any damage, unapproved building usage, extra time and/or maintenance required after the event or failure to comply Comfort Public Library stated policies will result in forfeiture of some or all of this damage deposit plus additional sums may be due as required by the Comfort Public Library. If the amounts exceed the retainer deposit, Event Sponsor agrees to promptly submit payment upon demand.
- (4) A change in event date will be rescheduled as meeting space is available. The Damage Deposit and Security Deposit will be transferred to the rescheduled meeting date.
- (5) Notice of cancellation of an event must be received by Comfort Public Library in writing from the Event Sponsor.
- (6) All payments can be made in person at Comfort Public Library or mailed to Comfort Public Library, 701 High Street, P.O. Box 536, Comfort, TX 78013. Payments should be made payable to Comfort Public Library.

Comfort Learning Center Use Fee Schedule 2016

All payments must be received 2 weeks in advance of the event. Failure to pay the total amount for the room usage in advance may cause event forfeiture. A completed application, security deposit and damage deposit will reserve the meeting room space for the event.

Usage when library is open (normal hours of operation).			
Organization Type	Hourly Rate	Security Deposit	Damage Deposit
Non-Profit Rate (2 Hour Minimum)	\$0.00	NA	\$150.00
For-Profit Rate (2 Hour Minimum)	\$50.00	\$100.00	\$150.00

Usage when library is closed (normal hours of operation).			
Organization Type	Hourly Rate	Security Deposit	Damage Deposit
Non-Profit Rate (2 Hour Minimum)	\$25.00	\$50.00	\$150.00
For-Profit Rate (2 Hour Minimum)	\$50.00	\$100.00	\$150.00

DAILY HOURS

Library and Bookstore

Tuesday	12 - 6
Wednesday	11 - 8
Thursday	12 - 6
Friday	12 - 6
Saturday	9 - 1
Sunday	Closed
Monday	Closed

HOLIDAY SCHEDULE

Closed on the following days

New Year's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Eve
Labor Day	Christmas Day

Care and Use of Facilities

Food and Beverage Requirements

If food and or beverages are going to be served as a part of an event, the event menu must be submitted in writing to the Comfort Public Library for approval. The only room that food can be served in is the Community Room. Food preparation is limited to warming only and not on-site cooking. It is highly recommended that caterers be used for all food served. All food products served must be prepared by an approved facility that meets the Texas Department of Health criteria and guidelines and be in compliance with Kendall County Health Department regulations. All food items must be disposed of and put in the outside trash dumpster. No food can be left inside the library. Failure to clean the classroom and kitchen will result in the forfeiture of the damage deposit, \$150 fee.

Drinks with secure tops and snacks are permitted in study rooms and the class room. No food or drinks are allowed in the technology training room.

Clean Up

The Event Sponsor is responsible for cleaning the classroom, kitchen and returning them to the condition found prior to use. All items belonging to Event Sponsor must be removed immediately following the event or they will be disposed of. Trash needs to be put in trash cans and food items need to be completely removed. Comfort Public Library is not responsible for any lost or stolen property, or any items left behind after the time the event has ended. Items damaged as a result of guest, vendor/ contractor use may result in the forfeiture of the Damage Deposit paid by the Event Sponsor to Comfort Public Library. Comfort Public Library does not provide cleaning supplies and or plastic trash bags so please provide these necessary items for use during clean up. Failure to do so may result in the forfeiture of the damage deposit, \$150 fee.

Parking

Parking is available in the downtown area of the Comfort community. Adherence to traffic flow (indicated by property signage) is mandatory. Comfort Public Library is not responsible for theft or other damage to any vehicle, or possessions therein, prior to, during or after the event.

Equipment

The Library furnishes overhead projector, projection screen, Blu-ray player, lectern, laptop, clicker, A/V cables for most devices and microphone in the community room. There is also a TV available in the class room. Groups are welcome to use their own equipment. The event sponsor needs to verify what, if any, equipment will be used and also be trained on the equipment usage by the Library Director. Failure to get equipment

training may result in the equipment not being available for use. If equipment is damaged during the event, the event sponsor will be held responsible for the cost of repairs.

Décor

Decorations and/or displays brought into the Comfort Public Library by the Event Sponsor are to be pre-approved in writing by Comfort Public Library staff not less than (30) thirty days prior to arrival. Failure to comply may result in the forfeiture of the Damage Deposit.

Not permitted: *Sand, rice, artificial flower petals, glitter and confetti to be thrown on the grounds, tabletops or floors may not be used.*

Nothing may be affixed to any freestanding wall, floor, furnishings, surfaces or other structure (excluding easels) using nails, staples, tape or any other adhesive. Fixtures may not be removed from the walls.

Comfort Public Library is not responsible for any decorations left on premises after the event.

Inspection and Liability

Comfort Public Library reserves the right to inspect and regulate all private functions and does not assume liability for any personal property or equipment of Event Sponsor or guests of Event Sponsor or invitees brought to the property. **Event Sponsor hereby indemnifies and agrees to hold Comfort Public Library harmless from and to defend Comfort Public Library against any and all claims of liability for any injury (including death) or damage to any person or property whatsoever incurring in, on or about the Facility or any part thereof when such injury or damage is caused in whole or in part by the act, neglect, fault or omission to act on the part of Event Sponsor or those parties under Event Sponsor's control or supervision. Event Sponsor further indemnifies and agrees to hold Comfort Public Library harmless from and to defend Comfort Public Library against any and all claims arising from any breach or default in the performance of any obligation on Event Sponsor's part to be performed under the terms of this Agreement or arising from any act or negligence of Event Sponsor or those parties under Event Sponsor's control or supervision and from and against all costs, attorneys' fees, expenses and liabilities incurred as a result of any such claim or any action or proceeding brought thereon.**

Termination and Damages

Should the Event Sponsor be found in any violation of any of the provisions of this agreement, Comfort Public Library, shall have the option, in its sole discretion to terminate the Agreement and the Event Sponsor will forfeit all payments made previously to the Comfort Public Library and shall remain liable for rental fees and other expenses including legal fees incurred, whether or not the event actually occurs.

Comfort Public Library staff will inspect for damages and clean up prior to departure. Damage to the facility or equipment shall be paid in full by the person or group signing the Agreement. Event Sponsor shall be responsible for damages to the buildings, furniture, and equipment caused by the Event Sponsor or anyone associated with the Event Sponsor's use of buildings/property.

Comfort Public Library

The Event Sponsor and all other responsible parties acknowledge and agree that Comfort Public Library liability is limited to the amount of money paid to Comfort Public Library by the Event Sponsor pursuant to this Agreement.

Force Majeure

Neither Comfort Public Library nor Event Sponsor shall be required to perform any term, condition, or covenant in this so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably within the control of Comfort Public Library or Event Sponsor and which by the exercise of due diligence Comfort Public Library or Event Sponsor is unable wholly or in part, to prevent or overcome.

Assignment

Event Sponsor may not assign this Agreement or sublease any portion of the Facilities hereunder without the prior written consent of Comfort Public Library.

Photo and Video Release for Publication / Social Media / CPL Website Consent

As an authorized representative of the event, I/we hereby consent to release for possible publication my name and / or photo(s) and / or video images taken by any authorized Comfort Public Library employee, or any representative, for the news and / or publicity purposes.

I/we hereby consent to release for possible publication my name and / or photo(s) and / or video images taken by _____, the photographer or any of their representatives, hired by me to document my event.

This may include television, newspaper, magazine article, social media sites (Facebook, Twitter, MySpace, etc.) and / or Comfort Public Library publications (newsletters, flyers, brochures, Worldwide Web Pages, etc.). I also agree to allow the publication or broadcast of my name in connection with any photo(s) and / or video images taken, and I understand that I will not receive any royalty or financial compensation for my voluntary participation or future use of any photo(s) and / or images of me. I understand that any photos and / or videos for the media and / or worldwide web may be used in publications and / or websites outside of Comfort Public Library's control.

I understand that I may revoke this authorization at any time by notifying the person or organization providing the information is given in writing. However; if these images have been used in conjunction with printed materials such as brochures, flyers, magazines and newspaper articles; I understand that the Comfort Public Library will not be able to call back any photography or information already released.



I/We grant permission.

I/We decline.

* Initial the appropriate box. (If minors are involved, the event sponsor must get written approval from the parent or guardian who must sign for persons under 18 years of age.)

For Office Use Only

Application Received by _____ on _____ date. Application calendar verification conducted by _____ on _____ date.

\$ _____ Rental Fee Deposit

\$ _____ Damage Fee Retainer (\$150.00)

\$ _____ Hourly Rate Subtotal (\$ For Profit or Non-Profit Hourly rate)

\$ _____ Total

\$ _____ Final Payment due 14 days months prior ___/___/___

Comfort Public Library

Release and Indemnity Agreement

In exchange for being allowed to enter real property owned by the Comfort and/or participate in activities on Library property, I am freely signing this release and indemnity agreement.

I understand that entering the real property of the Library and or participating in activities on Library property may be hazardous to my personal health and safety (and that of my minor children), and that for the privilege of being allowed to enter Library property, I am accepting all risks associated with being on Library owned property and or participating in activities on Library property, include, but are not limited to, bodily injury, property loss and or damage and death.

I understand and accept that my voluntary participation on activities on Library property exposes me to heightened risk of injury, property loss, damage or death and that those risks are possibly beyond the ordinary risks associated with such potentially hazardous terrain and or activities.

Knowing this, I hereby release, discharge and agree to hold harmless the Comfort Public Library, its officers, employees, agents, volunteers and assigns from and again any and all liability, claims, demands and judgments which I may have, or which my heirs, executors or administrators, or assigns may have or claim to have against the Comfort Public Library, its officers, employees, agents, volunteers, or assigns, for any and all claims, demands, actions and causes of action of whatever nature or character, known or unknown, which may be asserted by any person, firm or corporation, whosoever claiming by, through or under me for personal injuries, death and or property damaged caused by or arising out of, my entry to the Comfort Public Library's property and or participation in activities on Library property.

I am 18 years of age, or over, or I am accompanied by a parent or guardian who is authorized to sign this release on my behalf. I have carefully read this release and indemnity agreement or had it read to me in a language that I fully understand and I understand all of its terms. I am signing voluntarily and with full knowledge of its legal consequences and of the personal risks to me and or my minor children. I have not relied on any information from the Comfort Public Library, its officers, employees, agents, volunteers or assigns in deciding to make this release and agreement.

Signed On (Date) _____

Participant (Printed: _____