

# RENTABLE SPACES AT RCPL TERMS & CONDITIONS

<b>Preamble</b>	In consideration of the payment of the rental fee and the agreement of the Client to comply with these Terms and Conditions, Roanoke County Public Library (RCPL) agrees to make space available to the Client for the dates and times set forth and to make other resources available, as indicated.
<b>Purpose</b>	The purpose of RCPL meeting spaces is to create a central location for meetings. The spaces are available on a first come, first serve basis and are available by reservation at a nominal charge.
<b>Definitions</b>	<b>Community Use:</b> Community rates apply to nonprofit organizations (a 501(c)(3) tax determination letter may be required), social and hobby clubs, shower and birthday parties, and government agencies outside of Roanoke County for non-commercial use (i.e., no admission fee, vendor fee, sale of a product/service, and/or donation is requested or received during the event). Events may or may not be open to the public and may occur during library operating hours.  <b>Commercial Use:</b> Commercial rates apply to for-profit businesses and corporations. Admission or vendor fees may be collected and donations may be received during the event. These rates also apply to nonprofit organizations in which events or meetings involve admission fees, selling of products/services, fundraising or donations while renting the meeting space. Events may or may not be open to the public and may occur during library operating hours.
<b>General</b>	The meeting rooms are reserved on a first come basis on a six-month rolling schedule. The library staff will determine which room may be used. A group may be moved to a different room, if necessary, to address conflicting needs.  Clients must schedule their meetings to end at least thirty (30) minutes before the Library closes.  Payment is due as set forth below. Clients who fail to pay on the date of the event or are “no shows” may forfeit their privilege to rent in the future.  <b>Recurring Usage:</b> Clients who miss two consecutive scheduled meetings or “no show” for any meeting will forfeit the remaining meetings they have scheduled at RCPL.

## Payment

**Confirmation:** The room is not secured until the Client receives a confirmation, typically by email. The date, time, and set-up indicated in the confirmation are the arrangement of record unless the Client notifies RCPL of any discrepancies in the confirmation.

**Paying Meeting Room Fees:** Payment is due before meeting begins. Checks should be made payable to "Treasurer of Roanoke County." Payments may also be made with all major credit cards. Cash is accepted when paying in person. An additional fee may be assessed if meeting runs beyond the scheduled meeting time.

**Cancellation/Refund:** If RCPL is closed due to inclement weather or the meeting space is not available due to an unforeseen emergency, all prepaid fees will be refunded.

**Cancelled Checks:** There will be a \$35.00 fee for any returned checks.

## Set Up, Clean Up, & Use of Outside Vendors

**Set Up:** Access to the facility for setting up, including any outside vendors, will be ONLY available during the hours stated on the confirming document.

Client will be responsible for setting up for their meeting. RCPL will provide tables, chairs, and, if available, equipment that may be used for meetings. Notify library staff of any equipment requests when making the reservation. Client will be given 30 minutes prior to their meeting at no charge for room setup.

**Clean Up:** All Client-owned or -rented equipment or supplies, decorations, as well as food, beverages, and other items from a food service provider must be removed from the premises immediately after use of the facility and no later than the agreed-upon usage time.

**Defacing Property:** Client shall not (a) cause or permit the facility to be injured, marred, or in any manner defaced or changed; (b) place any nails, hooks, tacks, screws, or other fasteners into any part of the facility; or (c) place or permit to be placed signs on windows, doors, or painted walls in any part of the facility. No decorations, such as posters, pictures, or banners, are to be fastened to walls, woodwork, windows, or window coverings inside or out. All decorations are to be freestanding. No duct tape, masking tape, or other adhesives may be used anywhere within Library. All decorative items must be removed from the premises immediately following use of the facility.

**Food/Catering:** Client is responsible to ensure their caterer is licensed, insured, and approved by the Health Department. The time taken to set up and clean up by outside vendors must be accomplished within the agreed-upon rental period.

**Failure to Remove:** Should Client fail to remove all of their materials from the library at the end of the rental period, RCPL may remove them at the expense of the Client. Client shall be responsible for payment of storage costs for such material and Client agrees to indemnify and hold the County of Roanoke, its officers, agents, employees, and volunteers harmless for any and all loss,

damages, or claims of any nature or type with respect to material removed or stored under the terms of this Agreement. Items will be held for 30 days before being disposed of or sold.

## **Damage & Destruction**

**Damage:** If a Client or participant in a Client's event damages the facility, furnishings, or equipment during the rental period, Client shall pay for all necessary repairs and may forfeit, at RCPL's discretion, their privilege to rent in the future.

**Destruction:** This rental agreement shall terminate if library is destroyed or damaged by fire or any other cause or unforeseen occurrence that shall make the fulfillment of this agreement impossible. In that event, payments made to the library for the event will be returned to Client, and return of payments is Client's sole remedy. Client waives all rights to any claims against the County of Roanoke or RCPL.

## **Facility Use**

**Attendance:** At the conclusion of the event, Client shall report meeting attendance, either on the form provided or to a staff person at the service desk.

**Technology:** Meeting spaces are equipped with HDMI cables for AV purposes. Some devices may not be compatible, and presentations should be backed up online or with a flash drive to use a library-owned laptop.

All RCPL locations have laptops available for Clients.

**Bulletin Boards and Digital Signage:** Signs may not be posted promoting meeting space rental events.

**Compliance:** Client agrees use of Library facility will comply with all statutes, ordinances, rules, and regulations issued by federal, state, and local governments, including all rules of the Roanoke County Police and Fire & Rescue department. Client shall require that Client's agents, employees, contractors, or subcontractors do likewise.

**Licenses & Payments:** Client agrees to obtain or collect and to pay and deliver to the proper governmental agency or regulating authority, any and all license fees, permits, royalties, and taxes required in connection with the use of the facility. Questions about this can be directed to the Roanoke County Commissioner of the Revenue's office at (540) 772-2046.

**Hazardous Material:** Client agrees not to bring onto the premises any material, substance, equipment, or object that is likely to endanger the life of, or cause bodily injury to, any person or may constitute a hazard to property. RCPL, in its complete and sole discretion, reserves the right to refuse to allow any such material, substance, equipment, or object to be brought onto the premises and the further right to require its immediate removal therefrom.

## Conduct & Endorsement

**Library Conduct:** Rules of Library Conduct must be followed. Children age 13 and under cannot be left unattended and must be supervised by an adult at all times.

**Endorsement:** Neither the name nor the address of any Roanoke County Public Library may be used as the official address or headquarters of an organization. Unless specifically authorized by the Library administration neither the name, logo, nor address of any Roanoke County Public Library shall be used as an endorsement either directly or indirectly, or in such a manner or style as to convey that endorsement in any mail, flyers, posters, leaflets, brochures, or other promotional materials. Flyers, pamphlets, posters, and other Client-branded material may not be displayed or distributed on Library property except in a meeting area during a rented event. All promotional materials must state: "Not affiliated with, endorsed, or sponsored by Roanoke County Public Library."

## Security

**Police Protection:** Each Client should consider providing a minimum of one police officer for any public event at which 200 or more participants are expected to attend. In some situations, depending on the size and nature of the event, RCPL may require the Client to have one or more police officers present. If required, the Client will contact the Roanoke County Police Department to arrange for an off-duty officer to be present either in uniform or plain clothes at their event at the Client's expense.

## Safety

**Building Security:** Neither the County of Roanoke nor RCPL is responsible for any items left in the facility. The Client should take necessary precautions to protect valuable personal property during facility use.

**Capacity:** The Client will not sell or distribute tickets to events in excess of the seating capacity stated by the Roanoke County Fire Marshal or admit a larger number of persons than can safely and freely move about in the rented space.

**Exits:** No portion of any passageway or exit shall be blocked or obstructed in any manner and no exit door shall be locked, blocked, or bolted while the facility is in use. All designated exits shall be maintained in such manner as to be visible at all times.

**Candles and Open Flames:** Use of candles, incense, and open flames is strictly prohibited. This does not apply to portable food warmers, which are to be placed on a non-combustible table and the flame extinguished immediately after use.

## Indemnity & Disclaimers

**Indemnity:** Client shall release, indemnify, keep, and hold harmless, the County of Roanoke and the Roanoke County Public Library, its officers, agents, employees, or volunteers from any and all responsibility or liability for any and all damages or injury of any kind or nature whatever, including death, to all persons, whether agents or employees of the Client or persons attending the

events for which the premises have been leased, and to all property damage proximately caused by, incident to, resulting from, arising out of, occurring in connection with, the use by the Client of the premises. The provisions of this section shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs, and expenses, including reasonable attorney's fees.

**Right to Use:** Under special circumstances, the Library reserves the right to use a meeting space that has been reserved by an outside group. In this situation, the Client meeting may be postponed to another date that is suitable to the Client and the Library or any payments that may have been made to the Library for the event will be returned to Client. Postponement of the event or return of payment is Client's sole remedy. Client waives all rights to any claims against the County of Roanoke or Roanoke County Public Library.

**Subject to Change:** All terms, conditions, and fees are subject to change, without notice, by the Library Administration.

6/2024