

**AGREEMENT FOR RENTAL OF THE
TOM GREEN COUNTY LIBRARY
SUGG COMMUNITY ROOM AND/OR ROOFTOP TERRACE**

This Agreement is made and entered into between Tom Green County Library ("Library") and _____ ("Lessee"), who agree as follows:

1. SCOPE OF AGREEMENT

This agreement is for use of the Sugg Room and/or the Rooftop Terrace ("Premises")
on the _____ day of _____, 20____.

2. ASSIGNMENT

This Agreement is personal to Lessee. It is non-assignable and any attempt to assign this Agreement shall terminate all rights and privileges herein granted.

3. RENTAL FEES

Number of People: _____

Lessee agrees to pay Rental Fee of \$ _____ on or before _____, 20____.

This Rental Fee includes the use of the Premises described as follows:

4. SECURITY DEPOSIT

The Library requires a \$100 security deposit returnable upon completion of post-event inspection. If alcohol is being served, a \$250 security deposit is required. The deposit is due on or before the ____ day of _____, 20__.

Once approved, the deposit will be processed for payment within 7-14 business days. If damage is noted upon post-event inspection, all or partial deposit monies will be retained by the Library for repair costs. Should cost of damages exceed amount of security deposit, the Lessee will be responsible for cost of all repairs incurred due to misuse of the facility and/or equipment leading to damage by lessee or lessee's guests. The deposit will also be forfeited if the room is not properly cleaned and tables and chairs are not properly put away.

☐ **I would like to waive my refund and make a donation to the library instead.**

Please note: Checks not cashed within 90 days will be considered a donation.

5. INDEMNIFICATION

LESSEE SHALL OCCUPY THE PREMISES AT LESSEE'S OWN RISK AND TOM GREEN COUNTY OR LIBRARY SHALL NOT BE LIABLE TO ANYONE FOR THE ACTION OR OMISSIONS OF LESSEE, LESSEE 'S AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, VISITORS, GUESTS OR ASSIGNS. USER AGREES TO AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS TOM GREEN COUNTY AND LIBRARY (ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, ASSIGNS AND REPRESENTATIVES) FROM AND AGAINST ALL CLAIMS, SUITS, DEMANDS, LOSSES, COSTS, DAMAGES, EXPENSES AND LIABILITIES OF EVERY KIND (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, ACCOUNTANTS' FEES, LITIGATION COSTS, COURT COSTS AND INTEREST) IN CONNECTION WITH, RESULTING FROM, ARISING FROM OR INCIDENTAL TO ANY AND ALL BODILY INJURY, DEATH OR DAMAGE TO PROPERTY CAUSED BY THE OCCUPANCY OF THE PREMISES BY USER AND/OR THE ACTS OR OMISSIONS OF THE USER (IT'S AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, VISITORS, GUESTS OR ASSIGNS). TOM GREEN COUNTY SHALL NOT BE LIABLE TO USER FOR ANY INCONVENIENCE OR LOSS TO USER IN CONNECTION WITH ANY REPAIR, MAINTENANCE, DAMAGE, DESTRUCTION, RESTORATION, OR REPLACEMENT OF THE PREMISES. TOM GREEN COUNTY SHALL NOT BE OBLIGATED OR CONSTRUED TO INSURE ANY OF THE USER'S GOODS, SUPPLIES, INVENTORY, STRUCTURES, PROPERTY OR EQUIPMENT, OR OTHERWISE BE LIABLE FOR ANY DAMAGE TO OR DESTRUCTION OF ANY OF THE FOREGOING. THIS INDEMNIFICATION SHALL SURVIVE THE TERM OF THIS CONTRACT AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE LESSEE TO INDEMNIFY, DEFEND, OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

6. USE GUIDELINES

Lessee agrees:

Office supplies and any other needed items are the responsibility of the Lessee. Library Staff will not provide these items to the Lessee.

Fire regulations concerning room capacity and access to exits will be observed.

Emergency exits, exit signs, or doors will not be blocked at any time during an event.

Library Code of Conduct will be observed. Code of Conduct can be found on the Library website and is available upon request. Failing to comply with all Library and Tom Green County regulations may subject Lessee to removal from the Library's Premises.

The Library is a tobacco free facility. Smoking, or the use of any other tobacco products will not be allowed anywhere in the Library facility.

Programs or meetings may not disturb the use of the Library by other patrons.

Lessee is responsible for the set up and take down of tables and chairs for Lessee's event. Furniture will be put away in orderly fashion into storage room.

Competent operators must be provided by Lessee if using Library audio-visual equipment. Library staff is not available to provide assistance with the equipment during the meeting.

Library reserves the right to have a staff member present at any event.

7. CLEAN UP AND INSPECTION

After event, Lessee must fill out community room checklist form and return with audio/visual equipment bag to designated Library staff member.

Premises must be left in the condition in which it was found. Lessee is responsible for cleanup of the room, including the removal of decorations. Tables and chairs must be stacked properly and put in storage closets. All tables must be clean before put on dollies. Cleaning supplies will be provided by Library and are located in the kitchen cabinets. All trash must be picked up and put in trash receptacles. Trash cans and trash bags will be provided by Library, and Library personnel will dispose of trash bags after event is complete.

8. FOOD AND DRINK

Food is allowed on the Premises. Drinks should be in closed containers if they are likely to be spilled.

9. ALCOHOL

Alcohol is allowed on the Premises with the following provisions:

- Beverages served at no charge by the host are acceptable.
- In the case where beverages are available for purchase, they are to be served by an approved contractor having adequate Liquor Liability Insurance using employed TABC licensed servers and there must be a licensed peace officer onsite.
- Events with 50 or more people require the presence of a licensed peace officer, to be provided by the Lessee.

TABC SERVERS AND/OR OFF DUTY POLICE OFFICERS OR SHERIFF'S DEPUTIES UTILIZED BY LESSEE ARE EMPLOYEES OR SUBCONTRACTORS OF LESSEE. LESSEE HEREBY AGREES TO HOLD LIBRARY AND TOM GREEN COUNTY HARMLESS FROM ANY CAUSE, ACTION OR LOSS RELATED TO THE EMPLOYMENT OF SUCH PERSONNEL BY LESSEE AND FURTHER AGREES TO INDEMNIFY LIBRARY AND TOM GREEN COUNTY FOR THE PAYMENT THEREOF.

10. PRESS AND PUBLICITY

The Library's name is not to be used in any promotional or public relations effort connected with an event except to describe the location of the event. The Library name may only be used if Library is co-sponsoring the event.

11. DECORATIONS

Signs and decorations are allowed in all areas of the Premises. Signs and decorations outside the third floor are only permitted with previous consent from the Community Room Coordinator. The Lessee is liable for the care and protection of Library property and facilities, and shall be charged for any damages sustained to the premises, furniture, or equipment during use. Signs, decorations, and display materials must be erected and removed in a manner not destructive to property.

12. DAMAGES

Lessee is responsible for cost of all repairs incurred due to misuse of the premises, facility, and/or equipment leading to damage by Lessee or participants in the events. The Library has the right to determine the cost for items that are damaged.

13. EXPULSION

Infractions of any policy stated in this agreement may result in expulsion from the Premises and/or inability to reserve space at Library in the future.

14. ROOFTOP TERRACE

Lessee is strongly cautioned against having minors on the roof. If they are allowed by Lessee, they are to be closely supervised at all times.

All guests are to remain on paved areas. IT IS NOT SAFE TO BE ON ROCKY OR GRASSY AREAS. Venturing onto the rock or grass areas will cause the event to be shut down and will result in forfeiture of future use privileges.

Nothing is to be thrown over the side of or off of the roof.

Trash or small items shall be secured by Lessee so that they do not get blown off the roof.

Users should move in doors in case of inclement weather or lightning. Tom Green County does not have any warning system or process for inclement weather or lightning.

The roof space is a smoke and tobacco free area. Open flames are not allowed, including candles and Sterno.

15. INSURANCE REQUIREMENTS

- INSURANCE IS REQUIRED FOR EVENTS WITH 50 OR MORE GUESTS
- EVENTS THAT INVOLVE PHYSICAL ACTIVITY
- EVENTS THAT SERVE ALCOHOL.

Regardless of 501(c)(3) status, Lessee shall provide Library, at least ten (10) days prior to the event date with evidence that it has public liability for bodily injury or death and property damage in the minimum amount specified herein.

- Combined single limit for bodily injury and property damage insurance of \$500,000 COVERING THE EVENT FOR WHICH THIS Agreement is issued by a company licensed to do business in the State of Texas. This policy must be issued to the name of Lessee. Tom Green County Library and Tom Green County and their officers, employees, elected officials and department heads shall be named additional insured.

OTHER INSURANCE REQUIREMENTS

Lessee understands that it is its sole responsibility to provide the required Certificates and that failure to timely comply with the requirements of this article shall be a cause for termination of this Agreement.

Lessee's policies shall be subject to examination and approval by the Risk Manager of Tom Green County for

their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the County as additional insured shall be primary insurance and not contributing with any other insurance available to County, under any third party liability policy.

The insurance requirements set out in this section are independent from all other obligations of Lessee under this Agreement and apply whether or not required by any other provision of this Agreement.

16. WAIVER OF SUBROGATION

To the extent permitted by law, the Lessee hereby releases Library and Tom Green County, its elected and appointed officials, employees and volunteers and others working on behalf of the Library and Tom Green County from any and all liability or responsibility to the Lessee or anyone claiming through or under the Lessee by way of subrogation or otherwise, for any loss or damage to Premises caused by fire or any other casualty, even if such fire or other casualty shall have been caused by the fault or negligence of Library or Tom Green County, its elected or appointed officials, employees or volunteers or others working on behalf of Library or Tom Green County. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of the Lessee's occupancy or use, and Lessee's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Lessee to recover thereunder. The Lessee agrees that its policies will include such a clause or endorsement.

17. SEVERABILITY

If any portion of this Agreement is held invalid or inoperative by a court or arbitrator of competent jurisdiction, then so far as is reasonable and possible, the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure of either party to enforce against the other any term or provision of this Agreement shall be deemed not to be a waiver of such party's right to enforce against the other party the same or any such other term or provision.

18. FEDERAL, STATE, COUNTY AND CITY LAWS TO APPLY

This Agreement is governed by all laws of the United States and the State of Texas, the ordinances of the City of San Angelo, and all rules and requirements of the Tom Green County Sheriff, the San Angelo Police Department, the Fire Department or other municipal and Tom Green County authorities.

19. VENUE AND CHOICE OF LAW

Any suit or claim or cause of action regarding this Agreement shall be brought in Tom Green County, Texas, as the choice of venue and jurisdiction and site of performance by the parties. The parties further agree that the law of the State of Texas shall govern any interpretation of the terms of this Agreement.

20. ENTIRE AGREEMENT

This Agreement contains the final and entire agreement between the parties and contains all of the terms and conditions agreed upon, and supersedes all other agreements, oral or otherwise, regarding subject matter of this Agreement, none of which shall hereafter be deemed to exist or to bind the parties; it being the intent of the parties that neither shall be bound by any term, condition or representation not written.

21. OBLIGATIONS AND RESPONSIBILITIES PERTINENT TO LEASED PREMISES

Tom Green County Library Sugg Community Room Policies, applicable to Premises, are attached hereto as Exhibit "A" and incorporated herein by reference for all purposes.

WITNESS, THE SIGNATURE OF THE PARTIES IN DUPLICATE ORIGINALS, THIS

THE _____ DAY OF _____, 20_____.

By:

_____, Lessee

Tom Green County Library:

By:

_____, Community Room Representative

Available Facilities and Equipment

- Digital projector & 10' screen
- Laptop
- Lectern and white board
- Microphone & sound system
- Wireless PowerPoint presenter
- 2 Risers; each 6' x 8', 16" H
- Microwave
- Coffee maker, 40 cup
- Ice machine
- 30 tables (70"L by 30"W), 175 chairs
- 5 Bistro tables w/10 bistro chairs
- 15 Round tables (60-inches)

Fees must be paid in full, two weeks in advance of the event. Payment can be mailed to the Stephens Central Library or made in person at the Stephens Central Circulation Desk. Acceptable forms of payment include cash, check, or charge; the Library does not accept American Express.

After Hours Fees: "After hours" events are subject to a \$25 per hour fee. Events that run longer than the pre-arranged time will be charged an additional \$100 per hour fee. Events will not be scheduled past ten p.m.

	For use of roof only	For use in addition to Sugg Community Room
All Day during normal Library hours	\$200	\$100
After hours use	Additional \$25 per hour	Additional \$25 per hour

Hours of Use

The Community Room may be scheduled for use during regular Library operating hours and must end 60 minutes prior to closing. Library hours are:

Monday – Thursday	9 AM- 8:30 PM
Friday	9 AM- 5:30 PM
Saturday	9 AM- 4:30 PM
Sunday	Closed

The Community Room may be used after library hours only with approval of the Community Room Coordinator.

Who may use the Community Room?

The Community Room is available free of charge for public gatherings of a civic, cultural, charitable, social, or educational character and those that fulfill the libraries recreational and intellectual role within the community. The Community Room is also available for a fee for private events and for-profit organizations. Please see fee schedule for more information on private events.

The Community Room is not available for long-term, ongoing use or meetings scheduled on a regular, recurring basis.

Only organizations that have a 501(c) (3) designation may collect an admission fee, registration fee, or solicit a monetary donation from meeting attendees.

Library programs and meetings have first priority for use of the Community Room. The Library reserves the right to schedule and make room assignments according to the Library's needs.

The Library reserves the right to alter room schedules according to the Library's needs. In general, the Library allows groups to reserve the Community Room on a first-come, first-served basis or (in case of conflict) according to the following order of priority:

- **Library Programs and Meetings** involving Library staff, the Library Board or Friends of the Tom Green County Library.
- **Programs and Events** that are Library related and/or are of educational or cultural value-related to the mission of the Library.
- **Local Government Meetings/Programs**-official meetings or programs of Tom Green County.
- **Events or Programs of Civic and Social Organizations**-Priority will be given to Tom Green County organizations.
- **Private Events**---Please see rental fee schedule on Pages 1 and 2 of this document.

How to reserve the Community Room

Organizations wishing to use the Community Room must fill out the application found on library website (www.tgclibrary.com) or at the Stephens Central Library. Turning in an application does not guarantee use of room. The Community Room Coordinator will contact you to schedule your event.

Application can be mailed, e-mailed, or submitted in person at least 2 weeks prior to event date. If the application is approved, all paperwork must be completed and turned in at least one week before event. A responsible party must have a TGC library card in good standing to book private events. Additional fees incurred will be charged to this account if not paid for by the event date or notification of fee.

Applications will be considered for occasional use only. The Library Community Room is in high demand for Library events/programming. Non-Library affiliated/sponsored groups/organizations will not be allowed to use the Community Rooms for long-term on going use, or meetings scheduled on a regular reoccurring basis.

The Library reserves the right to determine whether a proposed use of the facility is appropriate and to withhold permission for such use. The Library also reserves the right to determine the charges and conditions for use of Community Room and space.

Rooms will not be available for use by groups or individuals that have demonstrated unreliability in meeting Library requirements and/or in scheduling meetings.

Note: The Library reserves the right to make exceptions to the above rules in order to meet the stated purposes for use of the room. All exceptions must be approved by the Library in advance of the meeting date.