

KINNELON PUBLIC LIBRARY MEETING ROOM POLICY

The Kinnelon Public Library views the use of library meeting rooms as a library service. The Kinnelon Public Library meeting rooms provide an opportunity to bring together the resources of the Library and the activities of the community of Kinnelon. In the use of the facility, Library-sponsored activities receive priority in scheduling. If not in use by the Library, the meeting rooms may be used only by responsible community organizations to provide cultural and educational enrichment for members and the general public. Community organizations may use the rooms to conduct their business meetings. There is no charge for the use of the meeting rooms provided organizations follow the policies addressed in this statement and the Meeting Room Regulations.

Allowing a community organization to use a meeting room does not mean that the Library agrees with, approves of, or shares the same beliefs as that organization. The Library may not be identified as a sponsor of any organization's function without the express prior written consent of the Library Director or the Library Board of Trustees. Neither the Library's name nor its address may be used as a designated headquarters of any organization or business. Political gatherings for the purpose of supporting or opposing or raising funds for a specific candidate for elective office shall not be held in the Library. The Library, including the Board of Trustees, may attend or send a designated representative to any meeting in the Library. All events held or conducted in Library meeting rooms must be open to the public and free of charge; there may be no closed meetings.

(Approved March 20, 2024)

KINNELON PUBLIC LIBRARY MEETING ROOM REGULATIONS

1. The person reserving the room(s) must be an adult (18 years or older). Groups of only minors (under 18 years) must have adult supervision in the room at all times.
2. Proper supervision of children in attendance is required for all events held in the Library's meeting rooms. Children brought to meetings, whose attendance is not required, may not leave the meeting room and be left unsupervised in other parts of the library.
3. Reservations are on a first-come, first-served basis- *based on the date the Library receives the fully completed application.*
4. The number of participants or attendees at any meeting, lecture, film showing, conference, etc., shall not exceed the *maximum capacity allowable for the space under the fire code.* Occupancy limits are posted in each meeting room.
5. No admission fee may be charged for events scheduled for the meeting room.
6. No smoking is permitted anywhere in the Library building.
7. The sponsoring organization assumes responsibility and will be liable for damages to Library property beyond ordinary wear and tear.
8. The sponsoring organization is responsible for leaving the meeting rooms clean and in good order. Chairs and tables must be put away properly. The Library reserves the right to charge a cleaning fee to the sponsoring organization if the carpets are stained/soiled by food and/or liquids or for any damage to Library property.
9. The Library must be notified if a scheduled meeting or event is being canceled within 24 hours prior to the scheduled starting time of the meeting or event.
10. In the event of an emergency closing of the Library, every effort will be made to notify the contact person listed on the meeting room application form. However, the Library cannot guarantee that the organization will be notified. It is

recommended that the meeting room applicant call the Library should there be a possibility an emergency closing is necessary.

11. The key to the Library Meeting Rooms shall be picked up at the Library on the day of the meeting. The person in charge for the sponsoring organization must make sure all persons have left the meeting room and all doors are secured at the end of the meeting or event. In the event a meeting or event ends after the Library is closed, the person in charge for the sponsoring organization must ensure the meeting room, hallways and bathrooms are cleared and the outer doors of the library are secured after the meeting or event. Keys may be returned the following morning or may be dropped in the Library book drop that night.

12. The Library Meeting Rooms are not available where, in the judgment of the Board of Trustees or the Director, disorder is or may occur. The Board reserves the right to deny or revoke permission for any meeting room reservation.

13. Any organization desiring to use the Meeting Rooms must read, sign and submit the attached waiver to the Library.

(Approved March 20, 2024)

KINNELON PUBLIC LIBRARY
INDEMNIFICATION AND HOLD
HARMLESS AGREEMENT FOR USE OF
LIBRARY MEETING ROOM(S)

This Agreement is made on this ____ day of _____, 2024, by and between THE KINNELON PUBLIC LIBRARY, a municipal library located at 132 Kinneelon Road, Kinneelon, NJ 07405 (the “Library”) and _____ (“Sponsor”), with an address of _____.

Whereas, the Library has meeting rooms, which may be reserved and used by organizations, groups, and members of the public; and

Whereas, consistent with the Library’s Meeting Room Policy, the Library deems it to be in its best interest to require Sponsors of any meeting room usage to enter into and adhere to an indemnification and hold harmless agreement in accordance with the terms set forth herein.

Now therefore, in consideration for the use of Library-owned facilities on the date(s) and time(s), in the room(s), and for the purpose(s) listed below in this Agreement, Sponsor agrees to assume any and all risk of loss and damage, of any kind whatsoever to Library property or injury to any person(s) arising out of or related to Sponsor’s Usage. Sponsor shall indemnify, defend and hold harmless the Library and each and every one of the Library Parties, from and against any and all Claims, which may arise out of or be related to Sponsor’s Usage, as well as all Costs, which the Library or any of the Library Parties may incur in the defense, settlement or other resolution of any such Claim(s), made or filed by any party or entity, arising out of or related to Sponsor’s Usage, including Claims arising out of, relating to or resulting from:

- a. Sponsor’s breach of its obligations under this Agreement;
- b. Any act or omission of Sponsor or any Sponsor Parties, or any injury or damage to persons or property arising from, out of, or incident to Sponsor’s Usage or its exercise of its rights and/or performance of its obligations hereunder; and

- c. The negligence, gross negligence, and/or willful misconduct of Sponsor or any of the Sponsor Parties, in any way related to the subject matter of this Agreement.

For purposes of this Agreement, the following definitions shall apply:

- a. "Claims" shall include all legal claims, demands, liens, suits and actions, and liabilities, losses, damages, settlements, and/or judgments.
- b. "Costs" shall include any fees, costs, charges or expenses, including attorneys' fees and costs, including those incurred or associated with enforcing the provisions of this Agreement.
- c. "Library Parties" shall include the Library and the Library Board of Trustees, and the Borough of Kinnelon, and each and every one of their respective employees, members, volunteers, non-participating visitors, contractors, vendors, agents and representatives, and the successors and assigns of each.
- d. "Sponsor Parties" shall include Sponsor's staff, volunteers, members, guests, and invitees.
- e. "Sponsor's Usage" shall include Sponsor's entry upon and use of the Library's meeting room(s) and the entry and use of the meeting room(s) by any of the Sponsor Parties.

Date(s) and time(s) of usage: _____

Meeting Room(s): _____

Purpose: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and sealed on the date first date above written:

SPONSOR

By: _____

Date: _____

Name:

Title:

THE KINNELON PUBLIC LIBRARY

By: _____
Kimberly Fraone, Director

Date: _____

**KINNELON PUBLIC LIBRARY
APPLICATION FOR USE OF MEETING ROOMS**

Name of Organization: _____ Date: _____

Date Needed: _____ Start Time: _____ End Time: _____
(Please include time for set up and clean up)

Description of Meeting/Event:

Contact Person from Sponsoring Organization (Required):
Name: _____ Title: _____
Phone: _____ E-Mail: _____
Home Address:

Group Size/Expected Attendance: _____
Room Number(s) Requested: _____

Will Food and/or Liquids be Present at the Meeting: _____ (no alcoholic beverages are permitted in the Library)

Will the meeting/event be held on a regular or repeated basis? If yes, state number of times and exact dates: _____

I have received, read, understood and agree to comply with Kinnelon Public Library's Regulations for use of the Meeting Rooms.

Signature of Applicant Date

APPROVED DENIED

APPROVED/DENIED BY: _____

This application is subject to approval by the Library Director and the Library Board of Trustees, which may be denied in the Library's discretion. Approvals will be withdrawn for violation of any aspect of the policy or any regulation.