

Mandel Public Library of West Palm Beach Policy and Regulations for Use of Meeting Rooms

POLICY STATEMENT

These regulations establish the policy and regulations for the use of Mandel Public Library of West Palm Beach meeting room facilities. The Library grants permission to use its meeting rooms to members of the public who fulfill the requirements specified in these regulations in accordance with the Library's mission and to maintain the good order of the Library. The Library's mission statement is: Creating inspired lives by connecting people with information and ideas.

Any group or individual, regardless of the affiliations of its members, may use Library meeting room(s) as long as the group or individual complies with the policy as stated. The Library does not discriminate in making its premises available for use on the basis of sex, race, creed, religion, color, culture or ethnicity, national origin, age, sexual orientation, individual lifestyle, political affiliation, or physical limitation.

Rental rates for the use of meeting rooms are outlined in the "[Rental Rates for the Use of Meeting Rooms](#)" section. Additional fees may apply based upon use of the room. These are outlined in the "[Fee Schedule for Cleaning, Equipment, and Staff Support](#)."

REGULATIONS (PROCEDURES)

- 1.** Library meeting rooms are maintained primarily for use by the Library to accomplish its mission. If a meeting room is not scheduled for a Library-related function, a West Palm Beach City-sponsored activity, or an event by a Library programming partner, members of the public may apply to use the room. Each event request is considered on an individual basis according to the overall number of requests pending, staffing implications, and Library priorities.
- 2.** Reservations will be given consideration on a first-come, first-served basis. The Library provides meeting rooms for members of the public on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting the meeting room (herein noted as applicant or group). To ensure equitable use of Library facilities, the Library reserves the right to limit the number of times and/or hours a meeting room may be used by an individual or group.
- 3.** The Library may deny the use of a meeting room to an applicant if in the Library's opinion
 - a.** the purpose of the meeting or activity is illegal or potentially hazardous;
 - b.** the meeting presents health or security risks;
 - c.** the conduct of the meeting interferes with the functioning of the Library;
 - d.** the applicant has not provided satisfactory adult sponsorship and supervision for the meeting;
 - e.** the applicant has failed to comply with these or other Library regulations; or
 - f.** the meeting room application is incomplete.

- 4.** Use of a meeting room for commercial or promotional purposes will incur a rental fee (sales tax may apply). Multiple uses of a meeting room by the same organization – five (5) or more in a four (4) month period – will be charged at the commercial rate for any organization including non-profit organizations.
- 5.** The Library, at its sole discretion, shall determine the number of events operated simultaneously in the Library and does not guarantee exclusive use of a meeting room.
- 6.** Meeting room accommodations and seating capacity vary for each meeting room space.
- 7.** Approval to use meeting room facilities (whether free or for a fee) does not include free parking at the Library for guests or attendees. All attendees, guests or meeting room organizers will follow the same payment guidelines as patrons of the Library.
- 8.** Non residents of the City of West Palm Beach will be charged a fee (sales tax may apply) for use of the meeting rooms. This fee may be waived by the Library Director if the Library determines that the proposed event is free, open to the public, and compatible with the educational mission of the Library.
- 9.** An applicant aggrieved by an administrative decision concerning the use of a Library meeting room may appeal the decision by writing a letter to the Library Director within five (5) days. Please address the letter to:

Mandel Public Library
of West Palm Beach
Library Director
411 Clematis Street
West Palm Beach, FL 33401

The appeal must include an address at which the Library may correspond with the individual making an appeal. The Library Director will review appeals and will respond in writing within 30 days of the receipt of the appeal.

- 10.** It is important that organizations and individuals who use the meeting rooms understand and acknowledge that they are guests of the Library, are able to use Library facilities at the discretion of the Library, and that their use of the facilities reflects that understanding.
- 11.** All persons requesting to use Library facilities and meeting rooms must agree to abide by Library policies and all applicable local, state, and federal laws.
- 12.** It is the responsibility of the person who signs the application for conference meeting room use to serve as the authorized representative of the group and to remain on the premises throughout the period for which it is reserved, ensuring the safety and security of attendees and the Library facility, as well as ensuring that attendees observe the regulations set forth herein.
- 13.** The Library requires adult sponsorship for any meetings involving persons of high school age or younger. The applicant and the adult sponsor must expressly agree on the application form that the adult sponsor will attend and supervise the meeting, and that the applicant and the adult sponsor will accept responsibility for, and will reimburse the Library for, any damage caused by the group or by members of the group to the meeting room or to the Library.

14. The applicant shall leave the meeting room in the same condition as it was at the beginning of the meeting. If damage to the room, its furnishings, or equipment occurs during the meeting, the Library may require the applicant to pay for damages (sales tax may apply). If the applicant is required to pay for damages, the library will assess the reasonable cost of repairing the damages caused during the meeting and will notify the applicant of the damage assessment. The applicant shall reimburse the Library for the damages by paying the assessed amount to the City of West Palm Beach within thirty (30) days of receiving notice of the damage assessment. The Library shall have the right to deny further use of meeting rooms by the group or individual until the applicant pays the assessed amount.

15. Designated Library staff will conduct a walk-through after each meeting to verify that facilities are left in proper order. The authorized representative of the group must report to the designated Library staff member at the end of the meeting. Unless previously scheduled otherwise, meetings must end 15 minutes before the Library's closing time to allow for cleanup and walk-through.

16. All before or after hours events require the use of City Center's Security Guards. Applicant must submit to the Library a check made out to Giddens Security Corporation two weeks prior to event. The Library will not schedule security for the event unless and until payment for estimated security costs has been received and funds cleared.

17. Permission to meet in the Library in no way constitutes endorsement by the Mandel Public Library or the City of West Palm Beach of the policies or beliefs of the organization or individual using the facilities. No advertisement or announcement implying such endorsement is permitted.

18. Applicant must agree to abide by the meeting room policies set forth herein and to pay fees (if any) as outlined in the fee payment schedule.

19. Authorized Library staff may enter and remain in a meeting room at any time during a scheduled meeting or event. The Library reserves the right to attend any meeting held in its facilities (except executive sessions of governmental bodies) to ensure that no unlawful activities occur on Library premises.

20. The serving of refreshments requires the prior written consent of the Library. Fees and sales tax may apply.

21. Authorization for Library facilities and meeting room use does not include the use of staff time other than to provide access to the facility or meeting room. The Library may require its staff to be present at some activities to provide appropriate technical support, custodial, or maintenance services. The organization using the facility will be required to pay for these staff services.

22. When Library facilities are used by recognized library support groups, partners, or other affiliated community organizations, it is the policy that all activities be planned by the group in consultation and cooperation with a Library staff member designated as liaison to the group. With this participation, it should be possible to schedule events so that they have minimal impact on normal work schedules. Staff will make a concerted effort to meet the needs of the group within an adjusted work schedule. If this is not possible because of budget constraints, reduced services, vacancies, etc., the support group may be required to pay a fee to cover the costs of keeping the Library facility open during non-service hours.

23. Applicant agrees that it shall not discriminate on the basis of sex, race, creed, religion, color, culture or ethnicity, national origin, age, sexual orientation, individual lifestyle, political affiliation, or physical limitation during its use of the Library facilities.

APPLICATION TO USE LIBRARY MEETING ROOMS/FACILITIES

1. Applicants requesting use of a Library meeting room shall submit a written application for meeting room use on a form furnished by the Library. The application must be submitted at least two weeks in advance of a scheduled event. The form must be signed by the applicant or a designated representative. The applicant will clearly state on the form the purpose of the meeting, date and hour of the meeting, the name of any sponsoring agency, literature to be distributed, and the subject to be discussed.

2. If two or more applicants request the same room for the same time and date, the Library gives priority to the applicant who first requests the room, unless the Library has reserved the room to conduct Library related functions or there is a need to ensure a balanced, flexible, and appropriate use of available meeting rooms by all applicants. The Library reserves the right to deny permission to use a meeting room or to substitute facilities.

3. An applicant may make preliminary inquiries for meeting rooms by telephone by calling 561-868-7716 or 561-868-7720, but will receive confirmation of the request *only* upon receipt of the written application signed and approved by the Library Director or designee. Space is not confirmed until the applicant has received written confirmation from the Library.

4. Applications will be accepted beginning **November 15** (for January through April dates) and **March 15** (for May through August) and **July 15** (for September through December). The applicant may submit an application for using Library meeting rooms *on a regular basis* by filling out one form for several meeting dates, as long as the specified meetings are for the same purpose and are of the same general character.

5. The Library reserves the right to preempt any event for a Library or City sponsored event; in such instances, the Library will assist the individual or group in reserving another date, library facility or meeting room.

6. If applicants decide to cancel a scheduled meeting, they shall notify the Library of the cancellation at least two weeks in advance. Refund will only be issued if two-week advance notice is given. Applicants who fail to notify the Library when meetings are canceled may be denied future reservations and/or have current reservations canceled.

7. Applicant(s) must check in at the Administrative Office, on the 3rd Floor, Monday through Friday from 9:30 am to 5:00 pm to check-in to the reserved meeting room. Please see staff on the 1st or 3rd floor KidSpace to check-in to the meeting room during evening and weekend hours. All meetings held during Library hours must end 15 minutes prior to Library closing.

FEES

- 1.** The full balance (sales tax may apply) is due two weeks prior to the event. Sales tax will be collected. Non-profit groups must provide proof of non-profit status. A copy of a certificate of exemption is also required to waive sales tax. Payments can be made by MasterCard/Visa, American Express, cash or check made payable to: City of West Palm Beach during hours of operation. When making a payment, bring a copy of the confirmation/approved application to the library Customer Services Desk on the 1st floor.
- 2.** The Library does charge a fee (sales tax may apply) for use of Library technology equipment. Please see [rental rates and fees for meeting rooms](#) for more information on equipment and pricing.
- 3.** If staff assistance in the operation of equipment or in the arrangement of chairs and tables in other than the standard arrangement is required, fees and sales tax may apply ([see rental rates and fees for meeting rooms for more information](#)).
- 4.** Use of non-library equipment is subject to the approval of a designated Library staff member. All equipment, other than installed equipment, must be provided by the applicant. Delivery and pick up of rentals and other equipment must be coordinated with a designated Library staff member. Equipment and supplies may not be stored in the Library for subsequent use. If left unclaimed for five (5) days after the end of an event, equipment and supplies may be sold by the Library at a public or private sale or otherwise discarded or destroyed without notice to the applicant or liability to the Library or City.
- 5.** A list of vendors with contact people and telephone numbers must be given to the Library two weeks prior to the event. Delivery locations and arrival schedules for all vendors must be approved by a designated library staff member.
- 6.** Freight elevator must be used for all furniture brought into the Library and must have protective caps to avoid scratching floors. Movement of furniture must be done with the use of rubber-wheeled dollies or carts. All furniture must be lifted, not dragged.
- 7.** All food, beverages, and trash must be deposited in receptacles provided immediately following an event/meeting. Any extra costs incurred in the removal of undisposed food or additional cleaning will result in being charged a cleaning fee and sales tax may apply (see [rental rates and fees for meeting rooms](#)).
- 8.** Charges incurred which were not requested or paid for in advance, including demands on staff time or staying beyond the reserved time, will be billed according to the fee schedule (sales tax may apply). Failure to pay the fee will result in the applicant's loss of use of the Library's facilities.
- 9.** Applicants that do not show up for their reserved time may be charged a rental fee.

PUBLICITY

- 1.** Individuals and organizations contracting to use Library conference and facility space(s) for events are responsible for the event's publicity.

2. Directional and promotional signs are subject to prior approval by a designated Library staff member one week before the event. Only Library staff may post signs. Unauthorized signs will be removed. At no time may materials be attached to walls, windows, doors, or furnishings.

3. Neither the name nor the address of the Library may be used as a mailing address for organizations, groups, or individuals using meeting room facilities. Each group is responsible for handling its own RSVPs.

4. The Library does not allow the use of the name and address of any Library facility as an official address or headquarters.

5. Handouts may not be distributed. If approved by Library Administration, handouts can be distributed inside the room, or immediately outside the meeting room. Handouts may not be distributed outside library entrance.

MUSIC/ENTERTAINMENT/PERFORMANCE GROUPS

1. Music, entertainment, or performance groups must conform to City ordinances and be approved by a designated Library staff member. Delivery, set up, and/or rehearsal time will be determined by a designated Library staff member. During Library hours, music performance is limited to the auditorium unless prior written approval is given by a designated Library staff member.

2. Any individual and/or organization distributing materials, showing movies, or performing plays, etc. is required to warrant that it will secure all necessary performance/copyright licenses and indemnify the library for any failure on their part to do so.

CATERING

Caterers must comply with the following rules and regulations:

- a.** Gas of any kind for cooking is prohibited. Sterno-heated proofing cabinets are subject to approval. No open flamed heating devices permitted.
- b.** No frying is allowed in any space in the Library.
- c.** Alcoholic beverages are prohibited and shall not be permitted in any Library facility, except as may be authorized by the City Commission. Smoking will not be allowed in the Library at any time.
- d.** Any electrical appliances must be approved by the Library and electrical requirements must be given to the Library at least two weeks prior to the event.
- e.** All spaces should be cleaned and tables wiped clean. The proper disposal of all refuse is expected, especially liquids. Nothing (including water and ice) can be poured in the drinking fountains, landscaping, fountain, or grass areas. All food, beverages, and trash must be deposited in receptacles provided immediately following an event/meeting. Any extra costs incurred in the removal of undisposed food or additional cleaning will result in being charged a cleaning fee and sales tax may apply ([see rental rates and fees for meeting rooms](#)).
- f.** The Library is not responsible for any property left on the premises by the caterer. Any property which is left on the premises for five (5) days after the end of the event may be disposed of by a designated Library staff member, by public sale or destruction, without notice to the user or any other party, and without liability to the Library or City.

- g. Library applicants must agree to restore the area to a reasonable degree of order (e.g., all waste material in appropriate receptacles). Failure to restore facility or meeting room to this condition may result in additional charges for required cleaning and may result in revocation of authorization for future use.

DECOR/FLORAL DECORATIONS

1. Approval of the [Application for Use of Meeting Rooms](#) is for the room only. Approval for decorations, special signage, a registration table outside the meeting room, etc., must be obtained through prior written consent from the Library Director.
2. Decor must not mar or affect the appearance of the Library structure and must be removed immediately following the event. No tape, adhesive, nails, screws, metal hooks, etc. may be placed on or driven into any wall or surface of the Library.
3. Any additional lighting must be approved by a designated Library staff member.
4. No candles or other open flames are permitted.

INDEMNIFICATION

The organization or individual user shall hold harmless, defend and indemnify the City of West Palm Beach, its officers and employees, from and against any and all claims, losses, causes of action, judgments, damages, and expenses, including, but not limited to, attorneys' fees (sales tax may apply), because of bodily injury, sickness, disease or death or injury to or destruction of property or any other injury or damage resulting from or arising out of (i) failure to comply with these regulations; or (ii) any act, error or omission on the part of the user or its agents, employees, or subcontractors, except where such claims, losses, causes of action, judgments, damages and expenses result solely from the negligent acts or omissions or willful misconduct of the City, its officers, employees or agents.

INSURANCE

The Library may require the applicant and/or vendor to maintain Commercial General Liability Insurance, to include Liquor Liability Insurance, with a minimum of \$1,000,000 limit per occurrence. If applicable, applicant/vendor shall maintain Commercial Automobile Insurance with a minimum limit of \$1,000,000 combined single limit. Applicant/Vendor agrees to maintain and be responsible for all Workers' Compensation Insurance for all employees on the premises if applicable. In addition, the City of West Palm Beach shall be named as an additional insured on all liability policies.