

SALINAS PUBLIC LIBRARY MEETING ROOMS RULES, REGULATIONS & CONDITION OF USE

- **OVERTIME:** Use of the facilities in excess of the time set on the application may result in an overtime fee being charged.
- **CANCELLATION BY APPLICANT:** Applicant must submit written notice of cancellation to the Librarian in charge of meeting room location, at least seven (7) calendar days prior to the cancellation of any date or dates set on the application. Refund of rental fees shall be made when Applicant gives the required notice. Failure to so comply shall result in loss of rental fees.
- **CANCELLATION BY CITY:** This permit may be cancelled without liability to the Library or the City under any of the following conditions: a) it is found to contain false or misleading information, b) if the Department finds that the proposed use will be detrimental to the health, safety, or morals of the City, or to the efficient operation of the facility, c) should any individual or group (members or guests) willfully or through negligence mistreat the equipment or facilities or violate any of the policies, rules, regulations, terms, and conditions established for use of the facilities, d) for recurring scheduled activities, if average attendance falls below the standard established for each use area within the Center, e) for failure to notify Center of cancellation of any date or dates covered by this permit, f) if Applicant defaults on or has not completed all conditions and requirements for use of facilities, g) in case the Center or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, labor disputes, war, or acts of military authorities shall render fulfillment of the permit difficult or impossible of performance, h) if the facility is needed by public necessity or emergency use, upon seven (7) calendar days written notice to Applicant. Refund of rental fees shall be made where City cancels permit at least seven (7) calendar days prior to the date reserved. No refund shall be made if cancellation occurs less than seven (7) days prior to the date reserved, except when cancellation occurs under items “g” or “h” above.
- **TRANSFERRING PERMIT:** Permission to use the meeting room cannot be transferred, assigned, or sublet.
- **ADVERTISING, SOLICITATION, AND SALES:** No advertising or signs shall be exhibited, and no solicitation or sales made on library property without the written permission of the Library.
- **COMPLETION OF REQUIREMENTS FOR USE OF FACILITIES:** Applicant must complete all requirements relating to use of the facilities within the time requirements specified.
- **COMPLIANCE TO CONDITIONS OF USE:** The Applicant shall observe, obey, and comply with all applicable city, county, state, and federal laws; and the policies, rules, regulations, terms and conditions governing use of Library facilities. Applicant will forfeit all rents or other fees paid if evicted from premises for violation of same. Eviction shall not release Applicant from any obligations for the payment of the rents or other fees required to be paid under this permit for the full term thereof.
- **CONDUCT OF PERSONS:** Applicant shall be solely responsible for the orderly conduct of all persons using the premises by its invitation, either expressed or implied, during all times covered by the permit. The Department reserves the right to eject or cause to be ejected from the premises any person or persons objectionable due to unlawful conduct.
- **EXITS:** At no time shall exits be covered or obstructed.
- **FACILITIES CAPACITY:** Applicant shall not admit a larger number of persons than can safely and freely move about therein, as determined by Building and Fire Codes.

- **FLAMMABLE MATERIALS:** No flammable materials will be permitted to be used for decorations and all materials used for decorative purposes must be treated with flameproofing and be approved by the Fire Department.
- **GAMBLING:** Gambling in all forms is prohibited.
- **INDEMNITY:** Applicant shall defend, indemnify and hold harmless the City, its Councilmembers, officers, employees, and agents, against any and all claims, losses, demands, causes of action, personal injuries or death, damages or any liability (whether in tort, contract, equity or strict liability), costs and expenses (including attorney fees) resulting from, or caused by the use and occupation of the facilities described in the permit, whether such use is authorized or not, or from any act or omission of Applicant or any of its officers, agents, employees, guests, patrons, or invitees, and Applicant shall, at its sole risk and expense, pay for any and all damages to the property of the City or of others, for loss or theft of such property, done or caused by Applicant, its officers, agents, employees, guests, patrons, and invitees.
- **LIABILITY INSURANCE REQUIREMENTS FOR USE OF FACILITY:** When requested, Applicant (renter/user), at Applicant's sole cost and expense, shall procure and maintain for the duration of the rental and/or use period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the use of the facilities and the activities of the Applicant, his guests, invitees, agents, representatives, employees, or subcontractors.
- **PAYMENT OF TAXES:** Payment of all federal, state, county, and city taxes in connection with the event shall be the liability and responsibility of the Applicant.
- **RESPONSIBILITY FOR CLEANLINESS OF FACILITY:** Facilities used by Applicant must be left in a clean and orderly condition. If additional maintenance is required, other than normal cleaning process, the Applicant will be charged for same.
- **RESPONSIBILITY FOR PERMITS AND LICENSES:** The Applicant shall procure at his/her own expense all the required licenses and permits necessary for the intended use or activity covered by this permit.
- **SEVERABILITY:** If any part of this permit is for any reason held to be illegal, inapplicable, unenforceable, or unconstitutional, such decision shall not affect the validity of the remaining portions of this permit.
- **SMOKING:** Smoking is not permitted.
- **USE OF RESERVED FACILITIES AND EQUIPMENT:** Applicant may use only those facilities and equipment specifically designated on this permit. Use of the Facilities in the excess of time set forth is not allowed unless authorized. An overtime fee will be charged.

SIGNATURES REQUIRED: Applicant, by executing this permit, signifies that he/she has read the rules, regulations and conditions of use pertaining to the use of Salinas Public Library facilities and agrees to abide by same.

APPLICANT

SALINAS PUBLIC LIBRARY

Signature: _____

Date: _____
