



## FACILITY AND GROUND USE POLICY

### PURPOSE

Anchorage Public Library (APL) welcomes public use of its meeting facilities and grounds in keeping with the Library's role as a community meeting place. It is the policy of the Municipality of Anchorage (MOA) to make rental facilities available on a nondiscriminatory basis while maximizing revenue opportunities to offset expenses.

When APL designated meeting spaces are not in use for library functions, these spaces may be made available for rental on a first-come, first-served basis. Permission to use APL meeting spaces, whether rented or provided at no charge, does not constitute an endorsement or sponsorship of any group, individual, organization or event. This policy also applies to MOA employees and volunteers.

### DEFINITION

This policy covers all public meeting spaces (facilities and grounds) at all APL locations and supersedes any previous APL policies related to grounds and facilities.

### POLICY

#### Reservations and Rental Agreement

A signed Rental Agreement agreeing to the terms of this policy is required to reserve any meeting space and must be submitted before a reservation can be confirmed (Rental Agreement provided by APL at time of reservation request). Applications for rentals are processed in the order received. If multiple reservations requests are made for the same date, priority will be given to the first to submit a signed Rental Agreement. Groups/Users who utilize APL space on a regular basis are required to submit a new application each year. Set up, take down, and rehearsal time must be included in a reservation.

Renters may be required to provide additional documentation if applicable to the activity, such as:

- Copies of noise and health and/or special event road right of way permits
- Letter verifying Anchorage Fire Department's knowledge and approval of event
- Security plan
- Event layout map
- Concessionaire's permit for each vendor

#### Fees

Rental rates are posted on the APL website. Rates may include, but are not limited to, space reservations, equipment rental, security and cleaning deposits. Fees are due within 30 days of confirmation, or immediately if reserved less than 30 days in advance. The booking will be cancelled if fees have not been paid within 30 days. Users will be billed, in half-hour increments, for pre- or post-event use not previously negotiated. All measures necessary to insure safe and lawful conduct of activities, including but not limited to, crowd control measures and fire prevention, shall be undertaken and financed by the Renter.

## **Security**

There is no cost for security guards during open library hours. Depending on the location and timing of rentals after hours, additional security will be required at the Renter's expense, to be determined at the time of rental confirmation. APL may, at its discretion, require additional security for certain events.

## **Cancellations**

No refunds will be given unless written cancellation is received within 30 calendar days of the scheduled event. If an event is canceled due to a Municipal or Library event, all rental fees will be refunded.

## **Interruption or Termination of Event**

APL reserves the right to interrupt, terminate or cancel an event when, in the sole judgment of APL, such act is necessary in the interests of public safety and/or user is in violation of this policy. Renter waives any claim for damages or compensation should the event be interrupted, terminated or canceled.

## **Renter Liability**

Renters are financially liable for any damage or loss to the facility or library equipment caused by or as a result of their use. Renters are required to report such damage either in person at the security office on Level 2 at Loussac Library or by telephone at 343-2851 as soon as possible after the incident. The Renter shall take only such action as is reasonably necessary to stop or contain damage. APL will take other reasonable action to clean, repair or replace lost and damaged items. Payment for any damage(s) or replacement is the responsibility of the Renter and shall be made to APL within thirty (30) days of receipt of billing.

A certificate of general liability insurance with a copy of the insurance binder with the Municipality of Anchorage identified as co-insured may be required.

## **Renter Responsibilities**

Renter agrees to:

- Check in and out with security at the beginning and end of event. At Loussac Library, the security office is located on Level 2. Security can be reached by phone at 343-2851.
- Return equipment, chairs and tables to their original configuration and condition. Setup, breakdown and cleanup is the responsibility of the Renter and a cleaning fee or loss of privilege may result if the space is not left in good order.
- Make an appointment to test A/V and other equipment before the rental event. APL will make the best effort to provide equipment, sometimes at a cost to the Renter, but is not responsible for operating the equipment during the rental event.
- Observe posted room capacities and ensure that use does not adversely affect APL operations and others using the library.
- Contain food and beverage to designated areas, unless otherwise authorized by APL.
- Be responsible for their own supplies, specialized equipment, set up and clean up. APL will not provide any supplies to groups using facilities or grounds. Items may not be stored at APL. APL is not responsible for items left in, lost or stolen from APL facilities and/or grounds.
- Abide by the APL Code of Conduct.
- Supply portable restrooms, at their expense, if there are 100 or more participants and/or if the grounds are used when the library is closed. Library restrooms, water fountains and power may be used when the library is open.

### **Additions or Alterations**

Additions to or alterations of APL equipment, electrical or mechanical systems are prohibited. All decorations, scenery, etc. shall be erected without defacing the facility in any way (only blue painter's tape and Adhesive Flip Charts are allowed on walls), are subject to the approval of the library and shall be installed and removed from the facility within the time reserved. The following are not allowed in any APL facility: smoking; candles; open flame; flammable; combustible or smoldering decorations; smoke or fog generating equipment or apparatus. Stand-alone sound systems may be used if they do not disrupt library activities and are not tied into any facility sound system.

### **Alcoholic Beverage Sale or Consumption**

Serving alcoholic beverages in APL facilities and grounds is subject to obtaining an Alcohol Beverage Control Board permit, Municipal Manager's Permit, and any other permit or temporary license which may be required by law. Copies of permits must be posted in the area where alcoholic beverages are to be served.

### **Advertising/Promotion**

Advertising/Promotion of events held within APL facilities and grounds must clearly state the sponsor of the event and a local contact. Promotional materials must be worded so that it is clear to the general public the event is held at, not sponsored by, APL.

### **Laws and Ordinances**

Use shall be in accordance with all applicable Federal, State and Municipal ordinances, statutes, rules and regulations.

### **Public Assembly**

Library grounds may be used for the purpose of Public Assembly. The rules governing this are outlined in a separate APL "Public Assembly Policy."

### **Group Study Rooms**

Group study rooms are provided at some APL locations for people to work on projects or study together without disrupting other library patrons. The rules governing this are outlined in a separate APL "Group Study Room Policy."

### **Conditional Use**

The Renter shall defend and hold harmless from and indemnify the MOA for liability and claims arising out of acts or omissions of APL, employees, participants, agent or contractors.

### **Amendments**

APL may impose such other reasonable conditions in addition to those specified herein as deemed necessary for health and safety.

### **Rejection of Room Application**

The Library reserves the right to reject any application if it is determined that the organization has abused its past privileges in using Library facilities as determined by the Library, including, without limitation: disruptive behavior, vandalism, theft, failure to appear for a scheduled meeting, failure to pay all fees and/or failure to exit the building on time.

**Recommended for approval: Mary Jo Torgeson, Library Director**

**Approved by: Library Advisory Board, November 20, 2019**