

Special Events – Addendum to the Rosenberg Library Meeting Room Policy

Approved: June 17, 2024

Revised:

This policy covers the use of Library spaces other organizations (“Organization”) to hold ticketed and/or fundraising events at the Rosenberg Library. Organizations wishing to use spaces within the Library for such use must submit a request, in writing, to the Library, using the Special Events request form. Requests may be submitted up to 18 months, but no less than 90 days, in advance of the planned event. The Rosenberg Library retains sole discretion to deny an application to use facilities owned by the Rosenberg Library for any reason or no reason.

General Guidelines

The Organization agrees to conduct the event in an orderly manner in full compliance with applicable laws, regulations, city ordinances, and Rosenberg Library rules and Code of Conduct. The Organization assumes full responsibility for the conduct of all people in attendance at its event and for any damage done to any part of the Library’s premises during the time of its event. Failure to abide by any restrictions or policies cited in this document or posted at the Library may result in fees for damage, repair, replacement of equipment or property and/or lawsuit. During the event, the Library reserves the right to terminate the event if any event guest is violating the law or damaging property. In this case the Organization is still responsible for full payment and is not entitled to any refund. If state laws are not abided by, the Library reserves the right to call the local police department to enforce any infringements to the law. Any costs associated with this will be billed to the Organization.

THE ORGANIZATION WILL DEFEND WITH COUNSEL APPROVED BY LIBRARY, INDEMNIFY, AND HOLD HARMLESS LIBRARY FROM ALL THIRD PARTY CLAIMS ARISING FROM THE ORGANIZATION’S USE OR THE ORGANIZATION’S GUESTS AND INVITEES USE OF THE LIBRARY PREMISES, INCLUDING CLAIMS ARISING FROM THE NEGLIGENCE OF THE LIBRARY BUT EXCLUDING CLAIMS ARISING FROM THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF LIBRARY.

Activities held in the Library shall not interfere with regular library operations and library-sponsored events. The Rosenberg Library will determine the number and nature of events to be held in its facilities and reserves the right to review each prospective use and determine whether that use falls within the scope of this or other Rosenberg Library policies.

All visitors must follow the Library’s Code of Conduct and Meeting Room Policy.

Reservations will be honored on a first-come, first-served basis. A reservation is not considered final until all required paperwork is completed and approved by the Library and all deposits are paid in full.

For events occurring during regular Library hours, the Library will make every effort to ensure the privacy of the event, while the Organization is expected to control the event and avoid disturbing the peaceful use of the library facility.

THE ORGANIZATION IS RELYING ON ITS OWN INSPECTION OF THE LIBRARY TO ASCERTAIN THE SUITABILITY OF THE LIBRARY FOR THE ORGANIZATION'S PURPOSES. THE LIBRARY MAKES NO REPRESENTATIONS REGARDING THE SUITABILITY OR FITNESS FO THE LIBRARY FOR THE ORGANIZAITONS PURPOSES. THE LIBRARY PREMISES ARE BEING PROVIDED TO THE ORGANIZATION WITH NO WARRANTIES IN THEIR "AS IS" "WHEREIS" CONDITION "WITH ALL FAULTS." ALL WARRANTIES REGARDING THE LIBRARY PREMISES, EXPRESS AND IMPLIED, ARE SPECIFICALLY DISCLAIMED.

This Policy and the attached Rental Agreement, including the exhibits hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No covenant, representation, or condition not expressed in this Policy shall be binding upon the parties hereto or shall affect or be effective to interpret, change, or restrict the provisions of this Contract.

This Policy may be amended, modified, superseded, or canceled, and any of the terms, covenants, representations, warranties, or conditions hereof may be waived, only by a written instrument executed by a duly authorized officer of each party, or, in the case of a waiver or consent, by or on behalf of the party or parties waiving compliance or giving such consent. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by any party of any condition, or of any breach of any covenant, agreement, representation, or warranty contained in this Policy and attached Rental Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such covenant, agreement, representation, or warranty.

Spaces Available

Wortham Auditorium

Capacities:

Banquet – 72

Reception - 150

Fox Room

Capacities:

Banquet – 49

Reception - 49

Special Events Policy

Trustees Hall

Capacities:

Banquet – 120 max, but amount will depend on exhibits

Reception - 250

Galleries

Trustees Hall serves as a primary gallery space for the Rosenberg Library Museum, and groups requesting use of the space acknowledge that any possible room set up and capacity will be determined by the available space within the existing or planned exhibit(s) in Trustees Hall. Layout and capacity will be determined after a request has been received and will be included in the final agreement.

Museum artifacts and artwork may not be touched or moved by any visitor or representative from the Organization for any purpose. Flash photography is prohibited in galleries.

Approval of a request to hold an event in Trustees Hall and/or the Fox Room may be based on the upcoming exhibition schedule and other Library Museum programming.

Staffing

Rosenberg Library staff is required to be on-site for all events. The number of staff will be determined by the nature of the request, and a quote will be provided to you based on the number of staff required to adequately protect the Library and its property. Factors determining staffing levels include hours of the event and use of Trustees Hall or other exhibit spaces. Staffing fees would be in addition to any base room fees. Library staff assigned to the event or at the Library may enter the event space at any time, though every effort will be made to not disrupt the event in any manner.

The Library reserves the right, at its sole discretion, to require additional security at the Organization's expense.

The Organization shall pay for all Library staff and security necessary for the Organization's event.

Insurance

Liability/Vendor event insurance coverage is required for the Organizations and vendors. A Certificate of Insurance naming the Rosenberg Library as an additional insured must be provided at the time of deposit.

All responsibility and liability for the actions of attendees, guests, invitees, agents, employees, and vendors at said event rests with the Organization signing the rental application/agreement. The Library shall not be held responsible for the actions of the

Organization or the Organization's employees, agents, attendees, guests, vendors, or invitees; non-compliance with the Library's rules, regulations or policies shall result in immediate cancellation of any reservation.

Certificates of Insurance must include, at a minimum, coverage for general liability (minimum coverage \$1,000,000), automobile liability (owned or hired), workmen' compensation, and liquor liability (if serving alcohol).

It is the Organization's responsibility to obtain proof of all vendor insurance. All vendors must have their Certificates of Insurance on file with the Library at least 10 business days prior to the event or the vendor will NOT be allowed on Library property. If the vendor(s) does not provide proof of insurance, the Organization will be required to purchase vendor insurance at an additional cost to the Organization through the Library's insurance provider. Insurance limits must be shared by all parties listed on the policy. In the event Liability/Vendor insurance payment has not been received 10 business days prior to the event, the rental application/agreement is voided, and no refunds provided.

Catering/Food and Beverages

The Organization must use a caterer from the Library's pre-approved list of caterers.

The Library may, in its sole and absolute discretion, approve a caterer that is not the pre-approved list if all fees and Library conditions are met. The Organization is responsible for ensuring that all the Library's requirements for caterers not on the pre-approved list are met and all required documentation is submitted to the Library in sufficient time to allow for review and approval. The Library will furnish a list of the required documentation to the Organization upon request to use a caterer not on the pre-approved list.

All documentation must be submitted within 30 days before the Library can grant approval to use a caterer not on the pre-approved list. Failure by the Organization to submit appropriate documentation may result in the forfeiture of the Organization's deposit or forfeiture of the event. The Library assumes no responsibility and/or liability for monies forfeited by the Organization resulting from failure to obtain necessary documentation and to obtaining prior approval of the caterer.

The Library does not allow red wine, or any "red drinks" during events.

Alcohol is prohibited at the Library without express written authorization from the Executive Director. All requests to serve alcohol must be submitted in writing at least 30 days prior to the event and include the Organization's plan to adhere to all applicable TABC laws and regulations.

Caterer/Vendor's Responsibilities

The caterer/vendor, acting as an agent for the Organization, is responsible for set-up and breakdown of all non-Library equipment on the date of the event. The Organization will be responsible for the caterer/vendor's compliance with the caterer's responsibilities and for returning all spaces rented for the event to pre-event condition. The caterer/vendor is also responsible for the following:

- Deliveries. The caterer/vendor shall notify the Library, in writing, of all needed catering related deliveries a minimum of 10 business days in advance of the event. Notification should include and desired date and time of deliveries.
- Maintenance. The Organization and the caterer/vendor shall be responsible for maintaining the event space during and after the event including, but not limited to, quickly cleaning up any food or drink spills during the event, cleaning all prep and caterer areas, and returning the kitchen to its pre-event condition.
- Final clean-up. All equipment, furniture, linens, flowers, food, or other items brought for the event must be removed immediately following the event and not be left for pick up on another time or day. The Library is not responsible or liable for any loss, damage or disposal of any items brought in by the Organization or caterer/vendor.

Decorations

Decorations may not be attached to any surface at the Rosenberg Library including hanging banners and streamers. All decoration plans must be approved in advance of the event by the Library.

Prohibited items:

- Helium balloons
- Glitter, confetti, bubbles, rice, sand, etc.
- Staples, tacks, nails or any other method to attach items to Library furniture, structures, walls, ceilings or floors.
- Anything that might stain, soil or damage floors.
- Open flame (candles, sparklers, heaters).
- Smoke machines.
- Pets. Service animals permitted

Acceptable items:

- Chafing dish fuel for catering purposes only.
- Non-helium balloons.
- Non-residue adhesives on windows, except stained glass.
- Non-residue adhesive to mark floors and secure cables.
- Battery operated candles.

All decoration plans must be approved in advance of the event by the Library, and all decorations brought into the facility by the Organization must be approved by the Library prior to arrival. To prevent damage to fixtures and furnishings, no items may be attached to any wall, floor, ceiling, chair, or window with nails, staples, tape or any other substance. The Organization is not authorized to use any of the Library equipment for

set-up. Any unauthorized use of equipment automatically releases the Library from liability.

Fees

Final event fees will vary depending on the spaces requested, staffing required, and any audio/visual requests or special set-ups that require extra fees. A final quote will be provided to the Organization prior to finalizing the reservation. A set of basic fees is listed in the Special Events Fee Schedule.

The Organization must pay a 50% deposit to confirm the reservation and hold the date. The remainder of the balance will be due 60 calendar days prior to event. Failure to pay the remainder balance will result in forfeiture of deposit and cancellation of the reservation.

Payments can be made by check or credit card.

If, during the event, the Organization requests additional services or an extension of time, every attempt will be made to accommodate the request, subject to availability of space, staff, etc. The Organization must pay for the additional services at the time that services are rendered and at the prevailing rate.

Cancellations

If the Organization cancels more than 90 days in advance, there is no penalty and the deposit will be refunded, unless the Library incurred any hard costs in holding the reservation. If the event is cancelled 61-90 days in advance, 50% of deposit will be refunded. If the event is cancelled within 60 days or less, the Organization forfeits the entire deposit.

Force Majeure: In the event an act of God or natural disaster that deems the Library uninhabitable or potentially dangerous, the Organization will be unable to utilize the facility or associated spaces. The Library shall give the Organization a notice of Force Majeure citing an inability to carry out its obligations and neither party shall be further obligated nor considered in breach of contract to the extent that performance of their respective obligations is prevented. The Library, in its sole discretion, shall refund all monies paid in conjunction with the planned facility use and/or work with the Organization to reschedule their planned use of the space to another available date agreeable to both parties.

Promotional Materials

Use of Library space does not constitute endorsement of the event. Unless approved in advance by the Rosenberg Library Executive Director, the Rosenberg Library name and its logo shall not be used on any publicity or printed material related to the event, except being listed as the location.

Any rental user of a Rosenberg Library space who markets an event intended to attract the general public must provide a disclaimer on all promotional materials, unless the event is co-sponsored by the Library. This includes all communications, including but not limited to flyers, posters, web pages, graphics, social media, public notices, press releases, digital advertising, box office promotions, interviews, and public service announcements. Language must be used on all promotional materials in a manner that clearly identifies usage is not a library-sponsored or library-generated event. The following language must be included on all communications and promotional materials:

“This program is not a Rosenberg Library event. The views expressed and other information presented are solely those of the producing entity.”

If separation between the rental user and the Rosenberg Library is not clearly distinguished, the Library may terminate any existing contract, agreement, or Memorandum of Understanding, and/or trespass any rental user or associated group from future venue usage.

A courtesy copy of all electronic and/or print publicity shall be provided to the Library as part of the overall event plan.

Audio Visual

The Rosenberg Library can provide some basic audio-visual equipment for the event, subject to fees and availability. The Library has the following equipment options available:

- Projector and screen or large television for presentations.
- Laptop computer for use in presentations.
- Small sound system with wired, wireless and/or lapel microphones.

Fees for a/v equipment set-up include one hour of staff time leading up to the start of the event to ensure the equipment is functioning properly. If the request for equipment requires additional staff time, additional fees may apply.

If the Organization needs special engineering, audiovisual, and staging equipment not available from the Library, the Organization may contract with an outside vendor at their expense. Special a/v arrangements must be arranged with and approved by the Library at least 60 days prior to the event date. Additional fees may apply and will be billed to the Organization for all such requirements.

Library audiovisual equipment may not be altered, modified or connected to any outside vendors' equipment for use during an event without permission of Library staff.

Furniture/Room Set Up

The Rosenberg Library will provide tables and chairs as part of the room reservation. Library staff will arrange furniture per the agreed upon event layout before the start of the rental period. Based on the size and scope of the set-up, fees for additional staff may apply. Non-library individuals are not permitted to move or remove Rosenberg Library furniture.

Layout requests and expected attendance are due to the Library at least 30 days in advance of the event. Library staff will confirm layout and staffing plan 14 days prior to event, at which point the layout will be considered final. Any requested changes after that date may result in additional fees.

Parking

The Library has two parking lots available for use, one on the south side of the Library across Sealy St. and one on the north side of the Library. Both lots can be used by the Organization and guests as spaces are available, but the lots will not be reserved for the Organization's use. There is also street parking available around the Library.

The Organization may, at its own expense, hire and use a valet parking service. The Organization is responsible for making valet parking arrangements and must provide the Library details of such arrangements in the overall event plan.

OSHA and ADA guidelines

- Emergency exits may not be blocked at any time.
- Doors may not be obstructed, locked, blocked, or held open. Items may not be placed within 8' of a means of ingress or egress. Exit signs may not be obstructed from view by decorations or any other object or hanging materials.
- Electrical cables or wires that cross any passageway must be properly taped to the grounds with non-residue tape provided by the Organization using the room. Library does not provide tape.
- Perimeter aisles must be at least 8' from any doors and 5' away from any walls.
- Interior aisles and furniture clearance must be at least 36" wide.
- Fire and emergency equipment may not be blocked or obstructed under any circumstance. All fire hose connections, extinguishers, and fire alarm call states must be always visible.

Load-in and Load-out

Organization and vendors will have access to the facility and rented space during the rental period only. If additional time is needed, the Organization is responsible for contracting the necessary rental time in advance. Access to the event space will be granted no earlier than the beginning of the rental period and not before Library staff is in place. Any unauthorized early access by the Organization or its vendors will result in event overtime fees.

All load-in/load-out must be conducted via Library approved routes. The Library does not have a freight elevator or loading dock. Care must be taken to avoid damage to walls, floors, and Library property. Organizations and vendors must supply their own dollies and carts. The Organization must provide an overall event plan, including mobilization and demobilization plans, which shall include means to protect floor finishes, wall finishes, and furniture, at least one week prior to the event.

All items brought in by the Organization, vendors or attendees must be removed before the end of the rental period. The Organization shall return the space and Library property in the same good condition and repair as it was given. Event overtime fees go into effect at the end of the rental period and are billed by the hour. Items may not be stored at the Library before or after the rental period. Space for storing items is limited during the event and not guaranteed.

No materials, objects, or equipment belonging to the Library may be used unless authorized in advance of the event or by Library staff assigned to the event. Any such authorized items must be returned to their original location. Caterers, contractors and subcontractors are allowed only in designated areas. Caterers are to remove everything they have brought into the buildings. All materials and equipment must be removed on the day of the event. All trash generated by the event must be removed from the Library after the event.

Library staff and the Organization or Organization's agent will conduct a pre-event and post-event walk through together to ensure all event space is left in the same condition as before the event and there are no damages or trash after the event.

The Library does not provide storage facilities before or after an event. Items left in the Library will be discarded.