



8 Town Square, Murrieta, CA 92562 (951) 304-BOOK FAX (951) 696-0165

Community Room/Facility Rental Application Form

Please complete the following and return to the Murrieta Public Library. Completion of this form does not guarantee that your request will be granted. If the facility is available, the complete deposit must be submitted to reserve the date(s).

Applicant/Responsible Party:			
Representative: (MUST be 21 or older, and onsite during event)		Alternate Representative: (MUST be 21 or older, and onsite during event)	
Address	Phone	Address	Phone
City, State, Zip	E-mail Address	City, State, Zip	E-mail Address

General Event Information

1. Date(s) requested:	2. Reservation Times: Room is not reservable 15 minutes prior to closing	3. Total Reservation Hours:
Reservation times must include set-up and clean-up and be within Library business hours.		
4. Time guests will arrive:	5. Purpose of Event:	
6. Estimated Attendance: _____ adults _____ children	7. Is this event open to the public? YES NO	
8. Will you need to use the audio/visual equipment? YES NO If yes, what will you need to use? <small>(Must get approval at least 10 days prior to event. A/V equipment to be operated by staff only.)</small>	9. Will you bring your own equipment? YES NO	
10. Will contributions be solicited? YES NO	11. Will items be offered for sale? YES NO	12. Will food be sold? YES NO
13. Will food be served? YES NO	14. Will the event be catered? YES NO	
For questions 10 and 11, describe purpose for contributions collected:		

Fee Schedule

Description	Resident	Non Resident	Non-Profit Regardless of residency status.
Hourly Rental Fee:	\$100.00 hour	\$150.00 hour	\$25.00 hour <small>Must provide IRS form, i.e. 501(c)(3).</small>
Piano Use Fee: (In addition to Hourly Rental Fee)	\$25.00 per rental		
Facility Deposit:	\$300.00 refundable deposit <small>Credit cards not accepted for deposit.</small>		
Kitchen Deposit:	\$100.00 refundable deposit <small>Credit cards not accepted for deposit.</small>		

Insurance Company and Policy #: _____
Any person or group reserving the Community Room must provide a minimum \$1,000,000.00 General Liability insurance policy naming the City of Murrieta as additional insured. **An endorsement must be included.** See Policy and Agreement for full details.

For Office Use Only

Date Received	Received By	Date Approved	Approved By	Notes:
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COMMUNITY ROOM/FACILITY RENTAL POLICY AND AGREEMENT

POLICY STATEMENT: The Murrieta Public Library upholds the following policy outlined by the American Library Association “Library Bill of Rights” concerning meeting rooms:

“Libraries which make meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of the individuals or groups requesting their use.”

The Community Room is reserved primarily for activities conducted or sponsored by the Library, and these events take precedence over all others. Priority will be given to regularly scheduled meetings of Library sponsored organizations and programs and City of Murrieta affiliated organizations. All Applicants and Representatives will conduct their activities according to the following:

Programs, services and activities should be accessible to all individuals, including individuals with disabilities.

Use of the Community Room does not constitute Library endorsement of the program.

No advertisement or announcement implying such endorsement will be allowed.

No organization using the Library as a meeting facility or for any program or event, other than one sponsored by the Library, shall use the Library as its official address.

The Murrieta Public Library, in accordance with the adopted fee schedule of the City of Murrieta, charges fees for the use of the Community Room, and will collect a service charge on all returned checks.

Proof of a general liability insurance policy with a minimum coverage of \$1,000,000.00 each occurrence and \$2,000,000.00 general aggregate, from an A- or better rated insurance company, is required for use of the Community Room and must be provided prior to rental. An endorsement naming the City of Murrieta as additional insured is also required. (Sample attached.)

A refundable deposit must be made at the time of application submission. Full payment must be received for the total rental fee thirty (30) days before the date of the event. When a reservation is made less than thirty (30) days in advance, full payment must be provided within three (3) days of the application submission.

A deposit refund check will be issued within two to three weeks of rental date. A deposit for the rental can be kept for consecutive bookings.

COMMUNITY ROOM/FACILITY RENTAL POLICY AND AGREEMENT

Reservations will not be approved for any group or individual for use on an ongoing basis. Other than City or Library sponsored groups, all other groups, organizations and individuals are permitted up to two (2) meeting dates per month, and no more than three (3) consecutive months of booking the Community Room.

During the third month, the reserving group may check the availability of the Community Room for the next three (3) months and if available, may reserve the Community Room for another three (3) months. This procedure can continue as required/needed by the group. The Community Room is reserved on a first come, first served basis.

Smoking is prohibited. Use of fires and candles is prohibited.

The Applicant and/or Representative is responsible for managing the orderly behavior of all attendees and must remain onsite for the duration of the event.

Alcoholic beverages are not allowed in the facility or parking lot. Failure to comply with this policy will result in immediate closure of the facility and the Police being called.

Adult supervision is required for any group of minors. There must be at least one (1) adult present and responsible for each ten (10) minors (ages 13 – 18) and/or one (1) adult present for each six (6) children (ages infant to 12) at all times.

Misconduct by participants or misrepresentation on the application may result in rejection of an organization's future applications. (In the event of severe misconduct, Library staff may immediately terminate the event/meeting and clear the premises.). Groups are responsible for controlling noise that could be disturbing to other activities within the Library.

Applicants and/or Representatives must be age twenty-one (21) or older.

The Applicant will be held responsible for all fees and damages.

Use of the Community Room is not transferable to another person or group.

Access to and security of the Community Room and equipment will be controlled by Library personnel. The Community Room is available for use during the Library's normal hours of operation as follows:

Monday - Thursday:	10:00 a.m. – 6:00 p.m.
Friday - Saturday:	12:00 p.m. – 5:00 p.m.

COMMUNITY ROOM/FACILITY RENTAL POLICY AND AGREEMENT

ALL MEMBERS OF THE ORGANIZATION AND AUDIENCE MUST LEAVE THE COMMUNITY ROOM AND LIBRARY BUILDING 15 MINUTES PRIOR TO THE LIBRARY'S CLOSING TIME. Cleaning the Community Room and putting the furniture back as required is included in the organization's booking time and must also be completed within the 15 minutes prior to the Library's closing. No additional time for set up or clean up will be permitted. SET UP TIME MUST BE CALCULATED TO OCCUR AFTER 10:00 AM ON MONDAY THROUGH THURSDAY AND AFTER 12:00 PM ON FRIDAY AND SATURDAY.

The Applicant and/or Representative will be responsible for setting up, cleaning up and returning the furniture to the original arrangement. At the end of the event, the Applicant and/or Representative must ask a Library staff member to examine the Community Room to assure that it has been returned to its original state. The Community Room kitchen is not intended for cooking, but rather to provide convenient space for the preparation of ready-to-serve foods. All Applicants and/or Representatives must bring their own kitchen supplies. The Library is not responsible for supplying paper goods, cups, food, tea, coffee, condiments or containers. Refreshments may not be taken to other areas of the Library.

A Yamaha grand piano is available for use if reserved and the fee is paid in advance.

The audio/visual and computer equipment is operated by the City of Murrieta and Murrieta Public Library staff only. Request for the use of the equipment must be made at the time the application for the Community Room is submitted or no later than ten (10) business days prior to the event. A brief consultation to go over the equipment capabilities can be scheduled prior to the event if needed.

The Library Manager must approve any for-profit use. Applicants and/or Representatives using the Community Room will be permitted to make sales within the following parameters:

- All sales must be confined within the Community Room
- No effort shall be made to solicit Library patrons, entering, exiting or using the Library facility
- No signage may be posted on or outside of the Community Room walls

The following are **NOT** permitted:

- Nails, tape, staples, or glue to adhere on the walls, floors, doors, or ceilings. Designated pin boards are available for use and materials must be removed at the end of the event. Anything left behind will be placed in Lost and Found, which is behind the Customer Services counter, and kept for two weeks before being discarded.
- Pets or animals inside the building
- Driving vehicles on the Library's sidewalks or entry-ways to load or unload event paraphernalia
- Throwing of rice, bird seed, confetti or other small bits of materials
- Use of Library telephones or equipment other than what is normally provided in the Community Room

COMMUNITY ROOM/FACILITY RENTAL POLICY AND AGREEMENT

The following are **NOT** permitted (continued):

- Deliveries to the Library unless the sponsor is present to accept them
- Signs posted on or outside of the Community Room walls, with the exception of one directional sign approved by Library Staff
- All signs must be taken down at the end of the event's activities

Permission to use the Community Room does not constitute an endorsement of an Applicant's and/or Representative's beliefs, policies, or procedures by the City of Murrieta or the Murrieta Public Library staff.

Any publicity for the activity or event must clearly identify the Applicant as the sponsoring organization. The location of the Library as "8 Town Square" may be publicized, but the Library telephone number may not be placed on publicity, nor written into any press information since the Library is not a source of information concerning the event or activity.

The Library staff reserves the right to refuse an application or cancel a reservation due to the following reasons:

1. Applicant has unsatisfactory record of prior use
2. Hazardous conditions exist within the facility
3. Non-payment of fees before due date
4. Failure to give proper cancellation notice
5. Civic emergencies
6. False or misleading information from the applicant
7. Other applicant misrepresentation

An individual, group or organization that has been denied permission to use the Community Room may appeal such denial by submitting written documentation within ten (10) calendar days of denial to the Library Manager.

There are NO exceptions to the aforementioned policies and procedures.

I have read and agree to adhere to the above Policy and Agreement. I understand that violation of any of the above rules may result in my event being cancelled and forfeiture of all fees paid.

Signed: _____ Date: _____

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
FOR USE OF CITY GROUNDS AND FACILITIES**

In consideration for the use of city grounds and facilities and to the furthest extent allowed by law, Applicant does hereby agree to indemnify, hold harmless and defend the City of Murrieta ("City") and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Applicant or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the use of city grounds and facilities. Applicant's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

Throughout the life of this Agreement, Applicant shall pay for and maintain in full force and effect all insurance as required in Exhibit A, which is incorporated into and part of this Agreement, or as may be authorized or required in writing by City Manager or his/her designee at any time and in his/her sole discretion.

Applicant shall conduct all defense at his/her/its sole cost. The fact that insurance is obtained by Applicant shall not be deemed to release or diminish the liability of Applicant, including, without limitation, liability assumed under this Agreement. The duty to indemnify shall apply to all claims regardless of whether any insurance policies are applicable. The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of Applicant. The policy limits do not act as a limitation upon the amount of defense and/or indemnification to be provided by Applicant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Applicant, its officials, officers, employees, agents, volunteers or invitees.

City shall be reimbursed for all costs and attorney's fees incurred by City in enforcing this Agreement.

This Indemnification and Hold Harmless Agreement shall survive the use of City grounds and facilities.

The undersigned acknowledges that he/she (i) has read and fully understands the content of this Indemnification and Hold Harmless Agreement; (ii) is aware that this is a contract between the City and Applicant; (iii) has had the opportunity to consult with his/her attorney, in his/her discretion; (iv) is fully aware of the legal consequences of signing this document; and (v) is the Applicant or his/her/its authorized signatory.

Signed, sealed and delivered this _____ day of _____ .

Applicant

Witness

Print Name

Print Name

Address

Address

Telephone Number

Telephone Number

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER

Your Insurance Agent & Address:

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

Name & Address

INSURER A: Insurance Company Name
INSURER B: Insurance Company Name
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: TYPE OF INSURANCE, POLICY NUMBER, POLICY EFFECTIVE DATE, POLICY EXPIRATION DATE, LIMITS. Rows include General Liability, Automobile Liability, Garage Liability, Excess Liability, Workers Compensation and Employers' Liability, and Other.

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
All Operations Performed at the City of Murrieta.

CERTIFICATE HOLDER

ADDITIONAL INSURED; DISURER LETTER: _

CANCELLATION

City of Murrieta
1 Town Square
Murrieta, CA 92562

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDORSE AND MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIONS
AUTHORIZED REPRESENTATIVE

John Doe

INSURED:

POLICY NUMBER: XXXXXXXX

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS
(FORM B)**

* This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

The City of Murrieta and its respective officers and employees are included as additional insureds under the policy.

Insured's insurance coverage shall be primary insurance as respects the City, its officers, employees and volunteers.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Signature
Authorized Representative