

# San Diego Public Library

## **Meeting Room Policies**

The mission of San Diego Public Library is "To inspire lifelong learning through connections to knowledge and each other." The primary use of Meeting Rooms is for activities conducted or sponsored by the Library in support of our communities, and these events take precedence over all others.

Meeting Rooms are available at no charge to all public, private, profit and non-profit groups, regardless of their beliefs or affiliations. Granting permission to use library facilities does not constitute endorsement by the San Diego Public Library, the Board of Library Commissioners, or the City of San Diego. No advertisement or announcement implying such endorsement is permitted, unless written permission to do so has been previously given by the Library.

Meeting Rooms are defined as spaces within library facilities that are designated for group meetings. Study Rooms and Special Event Spaces are separate spaces and have different policies for their use.

The Library welcomes the use of Meeting Rooms by our communities under the following conditions:

#### **TERMS OF USE**

- 1. The Library Rules of Conduct apply to all persons using any Meeting Room.
- Applications for Meeting Room use must be submitted using the online "Reserve a Room" form on the library's website: <u>http://sandiego.librarymarket.com/reserve-room</u>. Meeting Room descriptions are available on the form. Applications are handled on a first-come firstserved basis. Authorization to use a Meeting Room is not transferable to another group.
- 3. Frequency of use:
  - a. Meeting Rooms must be requested at least two weeks prior to the requested date.
  - b. Each group may schedule one meeting per month with a maximum 4-hour limit.
  - c. Groups may not schedule events earlier than three months in advance of the event. Any exceptions may be made at the discretion of the appropriate library staff.
- 4. Meeting Room use includes available tables, chairs, screen, and wi-fi Internet access. Any additional equipment is the responsibility of the group booking the Meeting Room.
- 5. Meeting Room setup, breakdown and cleanup is the responsibility of the group booking the room. Refreshments are allowed in Meeting Rooms. Meeting Rooms must be left in the same condition as found at the beginning of the meeting, and trash and recycling must be



placed in receptacles. The group booking the Meeting Room agrees to assume full liability for any losses or damage beyond reasonable wear which may occur to the building or equipment, and full liability for any losses or damages related, directly or indirectly, to that group's use of the Meeting Room. The Library is unable to store equipment or supplies and cannot assume responsibility for any materials left on the premises.

- 6. If the Meeting Room or anything inside the Meeting Room is left in a dirty or damaged condition due to a group's use, a fee will be invoiced to the group booking the Meeting Room to cover the actual cost of all cleaning and repairs. Future meeting room privileges may be revoked.
- Meetings must be held during the library facility's operating hours. Reservations are considered forfeit if the group does not show up within 15 minutes after the reservation start time. Meetings must conclude 10 minutes before the facility closing time. All attendees and participants must exit the building at closing time.
- 8. Meeting Room occupants must comply with all San Diego Public Library policies. The group booking the Meeting Room is responsible for managing the orderly behavior of all attendees, and minors must be supervised by adults. Misconduct by attendees or misrepresentation on the application may result in rejection of a group's future applications and/or immediate termination of the event.
- 9. Granting permission to use library facilities does not constitute endorsement by the San Diego Public Library, the Board of Library Commissioners, or the City of San Diego. No advertisement or announcement implying such endorsement is permitted, unless written permission to do so has been previously given by the Library.
- 10. Groups booking the Meeting Room may NOT charge admission to the Meeting Rooms.
- 11. Sales of related services or products are NOT permitted.
- 12. The group booking the Meeting Room agrees to release, hold harmless, defend and indemnify City from any and all liability for any loss, injury, and damages related to, directly or indirectly, the use of the Meeting Room.
- 13. In the event of cancellation by the Library, every reasonable effort will be made to notify the group booking the Meeting Room at least two weeks in advance. However, Library may cancel at any time without liability to the group booking the Meeting Room.
- 14. San Diego Public Library reserves the right to revoke Meeting Room privileges at any time.



## **Central Library Special Events Space Policies**

These policies apply to the Central Library special events spaces including the Neil Morgan Auditorium, Mary Hollis Clark Conference Center, Helen Price Reading Room, Shiley Special Events Suite, and Qualcomm Dome Terrace.

- 1. Renter shall obtain all police/local law enforcement, fire marshal, food service and/or other city, state or federal permits required for renter's use and occupancy of the Special Events Spaces.
- 2. Renter is required to use a caterer from the Library's Exclusive Caterers list. Note that on the 9th floor there is a catering preparation space, which contains only a sink, refrigerator, and freezer. All other catering equipment will need to be provided by renter or Exclusive Caterer. Use of open flames and any containers larger than one gallon of flammable substances are not permitted above the first floor of the Library. Open flame cooking on the first floor of the Library must first be requested from, and approved by, the Library Special Events staff. Renter is required to use one of the Library's Exclusive Caterers for alcoholic beverage service.
- 3. Prior to an event, all non-City of San Diego sponsored organizations or individuals and each of their contracted vendors must submit the following insurance documentation to the Library:
  - A Certificate of Liability Insurance that lists the City of San Diego, its Officers, Employees and Agents, 330 Park Blvd, San Diego CA 92101 as additional insured. Liability insurance requirements include: \$1 million per occurrence and \$2 million general aggregate with liquor liability.
  - An Endorsement accompanying each Certificate of Liability Insurance naming the City of San Diego, its Officers, Employees and Agents, 330 Park Blvd, San Diego CA 92101 as an additional insured.
- 4. Delivery, setup, and pick-up of all equipment brought into the Library facility are the sole responsibility of renter and may take place on the day of event ONLY. All vendors and equipment must vacate the facility by 12:00 AM on the day of the event. Failure to vacate the facility by 12:00 AM may incur additional fees.
- 5. The room setup diagram must be submitted to the Special Events Team a minimum of thirty days before the event.
- 6. Depending upon the complexity of audio-visual needs for your event, audio-visual equipment assistance through your own vendor may be required. For more details contact the Special Events Team.
- 7. Items of any kind may NOT be placed on any facility walls or equipment, or affixed to any floor or ceiling of the facility without prior approval by the Special Events Team. In no manner will renter permit any employee, guest, or contracted individual to deface, damage Library property or its facility. Facility alterations are not permitted, including, but not limited to, window or door removal, window or door coverings, carpet removal and painting or modification of any facility surface.



- 8. Library is NOT responsible in any manner for damage, destruction, or loss of any property or other items occurring prior to, during, or following any event. Library makes no warranties or representations whatsoever to renter, employees, guests, and contracted individuals.
- 9. Signage to publicize an event or provide directional information must not damage public property, impinge on private property, violate city sign code ordinances, or be difficult to clean or remove from the venue. In addition renter is required to work with the Special Events Team to assure that all onsite event signage prior to and during an event complies with Library Guidelines. See also <u>San Diego Municipal Code</u>, <u>Chapter 14</u>, <u>Article 2</u>, <u>Division 12 Sign Regulations</u> (PDF). Signage must be removed by renter immediately following the event.
- 10. Basic cleaning for event areas will be done by custodial staff before and after your event and is inclusive with both your standard and ancillary fees. Basic cleaning consists of emptying existing trash receptacles, sweeping/vacuuming floor and carpets, and maintaining restrooms. Any objects that cannot be swept or vacuumed are considered above basic cleaning and may incur additional fees. These objects include, but are not limited to, pallets, boxes, food, wood, banners, decorations, booth materials, and equipment. This also includes materials brought into the facility by event staff, exhibitors, caterers, event planners, and attendees before, during and after the event, within the rental agreement period. If your event produces hazardous waste or an excess amount of trash, you will be responsible for additional charges required to dispose of the waste as required by the City of San Diego.
- 11. The San Diego Central Library is located within a residential district. The renter is fully responsible for assuring that sound levels during the entire time of an event comply with the San Diego Municipal Code for residential areas and does not constitute a nuisance to the public. In addition, the renter is fully responsible for all arrangements and any contract entered into with any musician, musical group, or other provider of music. All events with or without music must end by 11:00 p.m. See San Diego Municipal Code §59.5.0401 for Sound Level Limits.
- 12. Renter is responsible for managing the orderly behavior of all employees, guests, and contracted individuals. Minors must be supervised by adults. Misconduct by renter, employees, guests, or contracted individuals, or misrepresentation on the application, may result in the immediate termination of the event.
- 13. Renter agrees to release, hold harmless, defend and indemnify City from any and all liability for any loss, injury, and damages related to, directly or indirectly, the use of a Special Events Space.
- 14. Renter agrees that Library will not be liable in any manner due to Library's cancellation of an event. In the event of cancellation by the Library, every reasonable effort will be made to notify renter booking the Special Events Space at least two weeks in advance. However, the Library may cancel at any time.
- 15. San Diego Public Library reserves the right to revoke Special Events Space privileges at any time.
- 16. Payment of rental fees is due a minimum of fourteen days prior to the event.



- 17. Rental fees for these spaces are based on a minimum of a four-hour time period unless otherwise specified.
- 18. Rental fees will apply from the time renter and any associated vendors begin set-up, which includes any equipment delivery, until premises are vacated.
- 19. Ancillary fees for Library, custodial, and security staffing will apply during any usage of the Special Events Spaces outside the Central Library open hours. (See Special Events Space Ancillary Service Rates that are charged at the City's prevailing rate.)
- 20. Capacities are subject to change dependent on setup.
- 21. Not-for-Profit organizations include non-profit 501(c)(3), **not-for-profit public service** groups, and religious groups. Documentation will be required to verify not for profit status.
- 22. Rental Fees include:
  - Library, custodial, and security staffing during Central Library open hours
  - Use of existing audio-visual equipment
  - Free WIFI
- 23. Rental Fees do not include: (See Special Events Space Ancillary Service Rates that are charged at the City's prevailing rate.)
  - Additional audio-visual services and equipment beyond what exists in the space
  - Piano tuning
  - Parking
  - Library, custodial, and security staffing outside of Central Library open hours
  - Facility set up fees (For special lighting or HVAC settings outside of Central Library Hours)
  - Additional cleaning charges



Space	Floor	4-hour Rental Fee Commercial/ Private Individuals	4-hour Rental Fee Not for Profit	1-hour Rental Fee Commercial / Private Individuals	1-hour Rental Fee Not for Profit	Capacity	Square Footage
Neil Morgan Auditorium	1	\$2,040	\$1,716	\$510	\$429	300	5,000
Mary Hollis Clark Conference Center	1	\$292	\$219	\$73	\$55	46	688
Shiley Special Events Suite	9	\$2,900	\$2,137	\$725	\$534	500	3,500
Shiley Special Events Suite Add-On Spaces*							
Price Reading Room	8	\$2,000	\$1,500	\$500	\$375	120	2,000
Qualcomm Dome Terrace	9	\$1,690	\$1,267	\$422	\$317	129	900

#### SPECIAL EVENTS SPACE RENTAL FEE SCHEDULE

\* The Price Reading Room and Qualcomm Dome Terrace can only be rented in addition to renting the Shiley Special Events Suite, and can only be rented outside of <u>Central Library</u> <u>open hours</u>.

### DEPOSIT

A 50% non-refundable deposit is due upon booking the Neil Morgan Auditorium or the Shiley Special Events Suite (including any add-on spaces).

### WEEKEND BOOKING

A flat rate of \$500 will be added to weekend (Friday and Saturday) rentals of the Shiley Special Events Suite.



#### Waiver, Release, Hold Harmless, Defense, and Indemnity Agreement for Use of San Diego Public Library

By clicking "Submit" the Applicant agrees:

To protect, defend, indemnify, and hold City of San Diego, its elected officials, officers, representatives, agents, and employees (collectively "City") harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Applicant's officers, employees, agents, volunteers, contractors, invitees, and guests, which arise out of, or are in any manner directly or indirectly connected with: 1. this application, 2. the existing condition of the room, premises, facility, and all furniture and equipment therein, or 3. Applicant's officers, employees, agents, volunteers, contractors, invitees, and guests occupancy, use, or maintenance of the room, premises, facility, and all furniture and equipment therein; and any and all expenses of investigating and defending against same, including, without limitation, reasonable attorney fees and costs; provided, however, that Applicant's duty to indemnify and hold harmless will not include any established liability arising from the sole gross negligence or sole willful misconduct of City, its elected officials, officers, representatives, agents, and employees. That City may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. That if City chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, Applicant must pay all reasonable costs related thereto, including, without limitation, reasonable attorney fees and costs.

That Applicant will inspect the room, premises, facility, and all furniture and equipment therein immediately upon entering, and that any further use of the room, premises, facility, or furniture or equipment therein, without notification to City of any defects constitutes an acknowledgment that the room, premises, facility, and all furniture and equipment therein have been inspected, and that the Applicant finds and accepts the room, premises, facility, and all furniture and equipment therein, as being safe and reasonably suited for use in its existing condition.

That City makes no representation or warranty as to the condition of the room, premises, facility, or furniture or equipment therein, or as to the use or occupancy which may be made of the room, premises, facility, or furniture or equipment therein.

That this waiver, release, hold harmless, defense, and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California, and that if any portion of the application related to this agreement, or this agreement, is held invalid, that the surviving portions of the application related to this agreement, and this agreement, continue to bind and obligate Applicant.