

# **LOCUST VALLEY LIBRARY**

## **MEETING ROOM POLICY**

### **I. GENERAL STATEMENT**

Throughout this policy the term Meeting Room shall mean collectively or separately the MNA Community Room and the Kitchen. The Locust Valley Library maintains the Meeting Room to bring together the resources of the Library and the interests and activities of the community. Meeting Room use is permitted to individuals and groups regardless of their beliefs or affiliations. Granting permission to use the Meeting Room does not imply endorsement of the philosophy or policies of the organization or individual nor of the program content.

The Library's meeting rooms shall not be used for entrepreneurial or commercial purposes, for the solicitation of business, for profit, or for fundraising. No goods or services shall be promoted, sold, or exchanged upon the premises.

Use of the Meeting Room is not a right but a privilege which may be revoked. Continued use of facilities by any individual, group or organization is contingent upon observance of rules and regulations of use and all Library policies, rules and regulations.

### **II. WHO MAY USE THE MEETING ROOM**

The Meeting Room is available to the general public in a priority order:

- A. Locust Valley Library.
- B. Nassau County Board of Elections.
- C. Friends of the Locust Valley Library
- D. Not-for-profit organizations whose principal membership resides in the Library Service Area.
- E. For-profit organizations with offices in the Library Service Area or individuals residing within the Library Service Area who wish to present generic programs of public interest which are open to the public without charge.
- F. All others outside the Library service area wishing to present programs of public interest.

All Category (A) and (B) programs have the highest priority and may preempt any other programs.

Organizations in priority (C) and (D) shall have priority over Category (E) and (F) in scheduling but shall not have preemption rights. Organizations described in (D) which have been meeting in the Library at a regular time for at least five years shall have first priority on continuing to meet on their usual dates subject to preemption by categories (A) and (B). Those in group (E) and (F) are taken on a first-come, first-served basis.

### III. PHYSICAL FACILITIES

#### A. MNA Community Room

This is a general-purpose room which can be set with chairs and/or tables to accommodate up to a maximum of 104 persons depending upon setup.

#### B. Kitchen

The Library voluntarily makes the kitchen available on the same basis as the MNA Community Room.

### IV. APPLICATION FOR USE

Any organization or individual wishing to use the Meeting Room must complete a written application for each use on a form provided by the Library Director.

### V. HOURS

The Library prefers that meetings take place during regular Library hours. Scheduling meetings and programs outside Library hours depends upon a variety of factors such as custodial availability, other functions at the Library and provision of adequate building security. The decision to permit meetings and programs outside Library hours shall be at the sole discretion of the Library Director.

### VI. CHARGES FOR PROGRAMS

All programs and meetings sponsored by the Library shall be open to the public. Should the Library elect to sponsor a program or meeting a fee may be charged to the public. Only groups or individuals sponsored by the Library may conduct a program or meeting on Library property. Only the Library may charge a fee to the public for such programs or meetings. Presenters can be paid only by the Library, and will be issued a 1099, if required, at the end of the calendar year.

When a group in categories (D) through (F) schedules a meeting, it may charge its members and their guests for the program. Charges must be disclosed on the application form. A charge may be made for certificates or materials provided for a course or program. However, no goods or services shall be promoted, sold, or exchanged upon the premises and meeting rooms shall not be used for entrepreneurial or commercial purposes, for the solicitation of business, for profit, or for fundraising.

All participants in regularly scheduled Library sponsored programs are required to be registered for the program with the Library, including name, residential address, and any other pertinent information requested by the Library for participation in the program. The Library may require verification of participant's registration information. Program registrations are to be maintained by the Library Administration for Board review.

## VII. FEES

Use of the MNA Community Room and the Kitchen during regular Library hours for categories (A) through (D) is without charge [see CLEAN UP]. Those in categories (E) and (F) [see WHO MAY USE THE MEETING ROOM] are subject to a \$75.00 charge.

## VIII. WAIVER OF FEES

When, in the judgment of the Library Director, it serves the best interest of the Library, the Director is authorized to waive any and all fees. A waiver of any kind shall not be deemed precedent setting and shall not prevent the Director from enforcing the MEETING ROOM POLICY in accordance with its literal terms.

## IX. DENIAL OF APPLICATION

Use of the Meeting Room may be denied by the Library Director if the organization or individual does not plan to present a program of public interest, where there is a likelihood of physical hazard to participants or audiences, or where there is a potential for misuse of premises or equipment. Past misuse of Library property or any policy, rule or regulation of the Library is grounds for denial of applications for future use. The Board of Trustees reserves the right to review all applications and to make any further rules and regulations pertaining to the use of Library facilities as may be advisable and at its sole discretion.

## X. ENFORCEMENT OF APPLICABLE LAWS AND RULES

Responsibility for complying with all applicable laws and rules shall be the sole responsibility of the sponsoring group. Failure to enforce all such laws and rules shall be grounds for denial of future meeting applications.

In the event the Library Director or the Director's representative is compelled to intervene, the function may be stopped immediately and those present directed to disperse. Failure to comply will be judged as a trespass and be subject to appropriate legal action.

## XI. PUBLICITY

Neither the name nor the address of the Locust Valley Library may be used as the official address of any organization, except for the Friends of the Library, Locust Valley Historical Society, and Locust Valley Seniors. Nor may the name and address of the library be used for any other purpose other than to identify the site of a program or meeting, and to receive mail.

In the case of material publicizing programs and meetings, the name and/or address of Locust Valley Library must not appear in type larger or more prominent than that of the sponsoring

organization. Any implication that a program or meeting is sponsored by the Library will be sufficient grounds for immediate cancellation of an organization's privilege.

All publicity must be submitted to the Library Director for prior written approval.

## XII. INDEMNIFICATION

In consideration of the privilege of using the facilities of the Library, the organizing group or individual agrees it will pay for any and all damage done to the Locust Valley Library resulting directly or indirectly from the conduct of any member, officer, employee, or agent of the organizing group or any of its invitees, and that it will indemnify and save harmless, to the full extent permitted by law, the Locust Valley Library from and against any and all liability which may be asserted against it for any injury to any person or property caused by the organization or other person in connection with the program or meeting.

It is understood that the Locust Valley Library assumes no responsibility whatever for any property placed in the Library in connection with a program. Furthermore, any liability for loss, injury, or damage to person or property which may be sustained during or by reason of a program or meeting held on Library premises shall not be the responsibility of the Locust Valley Library.

When, in the judgment of the Library Director, it serves the best interest of the Library, individuals and organizations may be asked to provide a certificate of insurance with the Library as an additional named insured in such amount as the Library Director deems reasonable.

Any teacher or instructor of a physical, athletic or exercise class, program, or lesson conducted on Library property, including, but not limited to, tennis, yoga, dancercise, Zumba, and tai chi, is required to carry liability insurance in an amount of no less than one million dollars, and naming the Locust Valley Library as an Additional Insured in said insurance policy. The instructor or teacher must deliver to the Director a copy of the liability policy declarations pages showing the policy coverages, effective dates, and the Library's status as an Additional Insured before any class, lesson, instruction or program is permitted. Where required, such instructors and teachers must be certified or licensed in their particular field.

## XIII. CLEAN UP

Each organization or individual is expected to leave the MNA Community Room and Kitchen in a neat and clean condition. Failure to do so may result in a cleaning fee assessed to an organization or loss of meeting room privilege, at the discretion of the Director.

## XIV. GENERAL RULES

Smoking is prohibited.

The Director may require a New York State temporary liquor permit and an insurance certificate naming the Library as an additional named insured if an organization plans to serve wine and/or beer.

Damage to Library property or violation of Meeting Room Policy by members of a group, their agents, members or invitees will result in cancellation of the group's Meeting Room privileges at the discretion of the Director.

Revised and approved by the Board of Trustees December 16, 2002.

Revised and approved by the Board of Trustees June 20, 2007.

Revised and approved by the Board of Trustees May 19, 2010.

Revised and approved by the Board of Trustees January 18, 2012.

Updated by the Board of Trustees on December 16, 2021.

**LOCUST VALLEY LIBRARY**  
**Performance Agreement**

The Locust Valley Library is a not-for-profit corporation, exempt from Federal and State taxes. As a part of the Library's cultural and educational program, performances are presented from time to time.

As part of that program, the Library and \_\_\_\_\_ (Performer) agree as follows:

That said program is performed on \_\_\_\_\_ .

That said performer is to be paid the fee of: \_\_\_\_\_ .

That said performer agrees not to perform or use any music in the repertory of or licensed by ASCAP or BMI or any other such organization.

That if said performer does, in fact, perform or use such works, said performer will indemnify and save harmless the Library from any licensing charges, fees or other expenses claimed by such licensing agency.

That if a performer chooses to perform or use his/her own original works that may be licensed by any agency, said performer grants to the Library a waiver of payment of any license or performance fees.

PERFORMER

LOCUST VALLEY LIBRARY

Signature:

Director

Name (print):

Address:

Telephone:

Tax I.D. #:

**LOCUST VALLEY LIBRARY**  
**Displays and/or Exhibits**

The use, by individuals or organizations, of the Library's facilities for displays, and/or exhibits is not a right, but a privilege subject to review by the Board of Trustees. Use of the facility is subject to the following conditions:

All works included in an exhibit must be approved by the Library Director or a representative of the Director. Only works which have been so approved may be included in the exhibit.

The Library assumes no responsibility for the preservation, protection or possible damage to or the theft of any item displayed or exhibited. All items placed in the Library are accepted at the owner's risk.

All displays and exhibits must be hung from the picture rail on the painted walls (3). Picture hooks or other approved devices may be used only on the fabric covered walls. No punctures of the painted walls are permitted. Special hanging situations may be approved by the Director.

No adhesive object (label, sticker, etc.) may be placed on any surface of the Library.

If any of the foregoing conditions are breached, the entire exhibit will be removed and placed in storage. The responsible party will be notified to remove all items promptly.

This document constitutes the entire agreement between the parties.

Date(s) of display and/or exhibit:

\_\_\_\_\_

Set-up: \_\_\_\_\_ Removal: \_\_\_\_\_

The undersigned agrees to and accepts the above conditions.

Name: (please print) \_\_\_\_\_

Signature: \_\_\_\_\_

Street: \_\_\_\_\_

Town: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_