

**WILLINGTON PUBLIC LIBRARY
USE AGREEMENT SUMMARY**

EVENT: _____ PURPOSE: _____

DATE: _____ DAY OF WEEK: _____ TIME: _____ # of HOURS: _____

ANTICIPATED NUMBER OF OCCUPANTS: _____

Contact Person: _____ Phone: _____

Address: _____ Email: _____

All meeting room reservations are on a first come, first serve basis, however, the following priorities will prevail in using the meeting rooms:

1. The Willington Public Library
2. Town of Willington meetings or programs– sponsored by the Town of its agencies
3. Party caucuses or Town Committee Meetings
4. Willington Community Organizations– composed primarily of Willington residents, providing service to the Willington residents and open to anyone, and sponsored/administered by a _____ volunteer board of directors.
5. Other non-profit organizations and or in the Willington Community
6. Personal or Private events held by a Willington resident. (***\$25/hr charge per room, plus custodial fee***)

There is **NO** single use rental charge for applicants in 1-5. There is a \$25 per hour rental fee for applicants in group number 6 **paid by check or cash and due at the time of reservation.**

Areas of Use: Community Room (120 max) \$25 x _____ hours = _____

Conference Room (20 max) \$25 x _____ hours = _____

Kitchen Use (Optional) \$30 flat fee _____

Special consideration will be given to the Town of Willington agencies sponsoring regularly scheduled and long term and/or programs

<i>Required Deposits:</i>	\$50 Rental Deposit (separate check, returned after full inspection of rental areas and key has been returned)	_____	Check(s):
	Audio/Visual Equipment (\$50 deposit)	_____	Returned <input type="checkbox"/>
			Shredded <input type="checkbox"/>
<i>Custodial Charge:</i>	\$50 mandatory fee (Personal & Private groups)	_____	(Please check box)

After hours Staff charge: Determined by the Library Director of WPLB

*KEY: _____ Date Given: _____ Date Returned: _____

****The key must be returned no later than 2 days after event. There will be a \$10/day fee if not returned after that. There is a \$150 fee for each lost key.***

COMMENTS: _____

In making this application, we hereby agree to the rules and regulations set forth in this agreement with the Willington Public Library governing the use of the meeting rooms, to take the utmost care of the library property and to make good any damage or loss of library property arising from our occupancy of any portion of the building.

Approved: Director, WPL

Signature of person responsible for financial obligation and conduct of activity.

Date

**WILLINGTON PUBLIC LIBRARY
FACILITY USE AGREEMENT**

This AGREEMENT is made this _____ day of _____, 20____, by and between _____ (HENCEFORTH KNOWN as Tenant/Applicant) and the Willington Public Library Board (HENCEFORTH KNOWN as WPLB). WHEREAS the Tenant wishes to make use of _____, a facility owned by the WPLB (the “facility”); and WHEREAS the Tenant and WPLB recognize that there is a certain amount of liability and risk inherent in the use of such a facility. NOW, THEREFORE, in consideration of the mutual promises contained herein, it is AGREED:

1. Tenant and WPLB agree that Tenant may enter and use the facility on _____ from the hours of _____ to _____ solely for the purpose of _____.
2. Tenant has read and agrees to the Use Requirements attached to this agreement.
3. Tenant shall commit no waste nor suffer the same to be committed thereon, nor injure nor misuse the facility.
4. Tenant covenants, at Tenant’s sole cost and expense, to defend and indemnify the WPLB against, any and all loss, cost, liability and expense of any nature whatsoever (including reasonable attorney fees) that may arise during the period which the Tenant uses the facility on account of, or arising out of, (a) Tenant’s use of the facility, (b) any act, omission or negligence of Tenant or Tenant’s agents, employees, contractors, movers, servants, or the like, (c) any accident, injury or damage to property or the facility, or (d) Tenant’s default under this agreement.
5. Tenant agrees that all property of any kind owned by or in the possession, use, care, custody, or control of Tenant and brought to the facility, may remain at the facility during the time set forth above at the sole risk and hazard of the Tenant and Tenant waives all rights of action of any sort of damage to any said property, however such damage may arise, and from whatever manner or cause.
6. This agreement shall inure to the benefit and be binding upon all parties hereto, their heirs, successors and assigns.

WILLINGTON PUBLIC LIBRARY BOARD
OR LIBRARY DIRECTOR/DESIGNEE

TENANT

Duly Authorized By

Duly Authorized By

**WILLINGTON PUBLIC LIBRARY
7 RUBY ROAD
WILLINGTON, CT 06279**

USE OF FACILITIES

There will be a charge of \$150.00 per key for lock replacement if the key is lost.

Any additional costs for lock replacement will be determined by the Director.

A \$10/day fee will be applied for each day it is late.

Keys cannot be duplicated.

DATE BORROWED: _____ RETURNED: _____

PRINTED NAME: _____

KEYS ISSUED: _____

I/WE HEREBY AGREE TO PAY THE \$150.00 CHARGE FOR KEYING

NAME (PRINTED): _____

SIGNATURE: _____

**WILLINGTON PUBLIC LIBRARY
7 RUBY ROAD
WILLINGTON, CT 06279
860-429-3854**

To those using this building:

In order to maintain its appearance, please be aware that you are responsible for the following:

**ALL CHAIRS SHOULD BE RACKED AND
WHEELED CAREFULLY INTO THE STORAGE
CLOSET.**

**ALL TABLES SHOULD BE FOLDED AND PUT IN
THE STORAGE CLOSET.**

**BATHROOMS SHOULD BE LEFT CLEAN OF
CLUTTER AND TOILETS SHOULD BE FLUSHED.**

**ALL FOOD AND DRINK SHOULD BE CLEANED UP
AND TRASH PUT IN THE PROPER RECEPTACLE.
RECYCLABLES IN RECYCLING CONTAINERS.**

ALL LIGHTS SHOULD BE TURNED OFF.

HEAT SHOULD BE LEFT AT 60 DEGREES.

DOORS SHOULD BE LOCKED.

WILLINGTON PUBLIC LIBRARY

USE REQUIREMENTS

The Willington Public Library Board (WPLB) will provide at its expense a clean facility with heating/air condition, and overhead light for ordinary use.

CANCELLATION BY APPLICANT: Should the applicant cancel the event covered under this agreement within 14 days of the event, no deposit refund shall be made. Applicant agrees to also pay any reimbursable expenses incurred by WPLB in connection with the event covered by this agreement.

RULES AND REGULATIONS: The applicant agrees to at all times conduct their activities with full regard to public safety, and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with Licensor to assure such safety.

1. The user agrees to execute a facility use agreement
2. Individuals/Organizations wishing to use the WPL shall first apply to the Library Director on the prescribed form. The use of the Willington Public Library shall be subject to the approval of the Library Director and the following rules.
3. Applicants must be 21 years of age or older and must be present at the function.
4. ANY individual/organization with youth under 21 years old requires the presence of adequate adult supervision at all times; 1 adult for every 10 youth.
5. Consumption of alcohol and drug use is not permitted in the Willington Public Library.
6. No food or beverages allowed except in the Community Room, Conference Room, and Kitchen.
7. All sidewalks, doors, halls, stairways, and all access to public utilities on the premises shall be kept unobstructed by the applicant. This includes overflow of occupancy in either meeting rooms.
8. Make sure all doors are locked, lights are turned off, and heat is lowered to 60° when leaving.
9. Applicant agrees not to bring onto the premises any material, substances, equipment, or object which is likely to endanger the life or, to cause bodily injury to, any person on the premises or which is likely to constitute a hazard to the property thereon without the prior approval of the WPLB.
10. Profanity, objectionable language, disorderly acts or illegal activities of any kind are absolutely prohibited, and those violating this prohibition will be ejected from the premises. Law enforcement may be notified.
11. In the event of inclement weather, the Director or his/her designee has the final authority on whether the WPL is usable.
12. **Charging a fee of any kind to attend or take park in a non-municipal event is prohibited; accepting non-specific donations would be permissible.**
13. All areas used under this agreement must be returned to the same condition in which is was found.
Failure to do so will result in loss of use.

CONTROL OF FACILITY AND RIGHT TO ENTER: In renting the said Licensed Space to the Applicant, it is understood the WPL does not relinquish the right to control the management thereof and to enforce all necessary laws, rules and regulations.

EXHIBIT/EQUIPMENT ENTRANCE: All articles, exhibits, displays, etc. shall be brought into or out of the facility only at such entrances and during such hours designated by WPLB.

STORAGE: There is no storage available at the Willington Public Library for any applicant using the facility.

DEFACEMENT OF FACILITY: The applicant shall not use scotch tape, masking tape, thumbtacks, nails or pins, to affix any objects to the walls, furniture or fixtures.

PAYMENT FOR DAMAGES: The applicant agrees to pay costs of repair or replacement for any and all damages of whatever origin or nature which may have occurred during the term of this agreement in order to restore the rented space or others parts of the Library premises affected by the event to condition equal to that at

the time this agreement went into effect. No exceptions. The WPLB will provide detailed billing and accounting to the applicant when such restoration is completed.

OCCUPANCY: The WPLB shall not be held responsible if, for any reason, it is unable to provide a room on the date and at the time when the engagement herein contracted for is scheduled.

INTERRUPTION OR TERMINATION OF EVENT: WPLB shall retain the right to cause the interruption of any event in the interest of public safety, and to likewise cause the termination of such event when in the sole judgment of WPLB such act is necessary in the interest of public safety.

COMPLETE AGREEMENT: It is understood that the applicant and any other principals to this contract shall be jointly and severally responsible for any breaches of this agreement.

CIVIL RIGHTS: WPLB and the applicant agree not to discriminate against any person because of race, religion, nationality or sexual orientation.

BUILDING EQUIPMENT: Rental of any area in the Library does not include the use of the kitchen, library, or office equipment unless expressly stated in this agreement. Use of normal equipment in the facility such as standard lighting and restrooms is included in the rental. There is no telephone available when the library is closed.

AUDIO/VISUAL EQUIPMENT: Permission to use WPL equipment must be arranged in advance. In some instances, charges will be levied for library personnel required to operate the equipment or a group requiring equipment must be thoroughly trained in its use and be held responsible for any damage to equipment. A \$50 deposit is required by all groups for the use of any audio/visual equipment.

KITCHEN USE: Applicants are allowed the use of refrigeration and use of the freezer during the period of their event. Anything that is brought in, must be removed at the end of the event. Use of the convection oven is limited to re-heating food items only- cooking is prohibited. If re-heating food items, the fan needs to be switched on and someone must be present in the kitchen while using the convection oven. All paper goods and utensils must be provided by the applicant- any items already on the premises are for WPL use only. A \$30 fee is required by all groups for the use of kitchen.

In the event of property damage, please notify the Director's office at 860-429-3854, as soon as possible. Leave a message if necessary.

In case of life threatening injuries or safety concerns, call 911 immediately. The Director will be notified by Troop C dispatch.