

Pollard Memorial Library Meeting Room Policy

The Board of Trustees subscribes to the principles of the American Library Association's Library Bill of Rights in its interpretation on meeting rooms, as adopted by the ALA Council on July 2, 1991.

Purpose

The Pollard Memorial Library is dedicated to free expression and access to ideas. In the interest of these principles and for the purpose of promoting the usefulness of Library premises, the Board of Trustees allow the use of the meeting room by individuals and groups for civic, educational, philanthropic, and recreational purposes. At a minimum, the library requires that any group seeking to use a meeting room provide a sponsor who resides in Lowell, Massachusetts and signs the reservation form prescribed below. In allocating the use of meeting rooms, the Board of Trustees and library staff shall not discriminate on the basis of the political or religious beliefs of applicant groups, or on any other constitutionally or statutorily prohibited basis.

Use of the meeting room for Library and other City purposes takes precedence over other uses. However, the library's primary mission is to provide a safe, peaceful, and respectful environment in which to read and study. No use of meeting rooms will be allowed that is likely to disturb library patrons in their customary use of library facilities, impede library staff in the performance of their duties, or endanger the library building or collection.

Meeting rooms shall not be used for non-library related entrepreneurial or commercial purposes, for the solicitation or development of business, for profit or for fundraising. No goods or services shall be sold or exchanged upon the premises.

The Board of Library Trustees reserves the right to determine, in its reasonable discretion, whether any proposed use of a meeting room will require a police detail or other extraordinary police protection, and if so the anticipated cost thereof. In making this determination, the Board of Library Trustees may take into consideration the contents of the application form, the history of the group's meeting room use in the library, the history of the group's use of meeting facilities elsewhere, and such other information as such Board may deem appropriate, and may consult with the Chief of Police or his designee. If the Board of Library Trustees determines that such police protection will be reasonably necessary, the group seeking to reserve the use of a meeting room shall be required, as a condition of such reservation, to pay to the Board of Library Trustees by such date in advance of the meeting as the Board of Library Trustees reasonably sets, the anticipated cost of such police protection, and such sum shall be applied thereto, with any surplus being returned to the group after the meeting. The group shall be liable to the Board of Library Trustees and/or the City of Lowell for any deficiency.

Denial of Use

The Board of Library Trustees and the library staff reserve the right to reject a reservation request if the anticipated meeting is likely to be unreasonably disruptive to regular library functions, too large for the applicable room capacity, disorderly, dangerous to persons or property, or in any other way inconsistent with or in contravention of any of the terms and conditions of this policy. In determining whether such a likelihood exists, the Board

of Library Trustees and/or the library staff may take into consideration the contents of the application form, the history of the group's meeting room use in the library, the history of the group's use of meeting facilities elsewhere, and such other information as they may deem appropriate.

No group may use the Library for any purpose that would directly or indirectly violate the civil rights of others; as set forth in 42USC 1983; Mass. Gen. L. c151B, and article 1 of the Declaration of the Rights of the Massachusetts Constitution; as well as any other Federal, State or local law.

Requirements for Room Reservations

The meeting room is only available to non-profits, government entities, or unincorporated groups on a first-come, first-served basis.

Reservations shall be made through the office of the Community Planning, or its designee. No group may reserve or use any meeting room unless it complies in all respects with the provisions of this policy and submits, in fully executed form, the application and indemnification agreement called for in this policy, and any insurance certificate requested pursuant hereto. No meeting room reservation shall be deemed complete until the library staff receives a complete, signed original form (together, if applicable, with an original insurance certificate). Any false, misleading or incomplete statement on the application form shall be grounds to forbid the use of meeting rooms by the applicant group.

Minors seeking to reserve the meeting must have one or more adult supervisors present during intended meeting time.

Failure to notify the library of cancellations may result in forfeiture of future bookings.

Rules for Room Use

All meetings shall be open and free of charge to the public. No person shall be excluded from attendance except in order to comply with the occupancy limit applicable to the meeting room in question.

The occupancy limits are as follows: seventy-five (75) persons for the Meeting Room and four (4) persons for the Study Rooms.

Groups shall, at their own expense, procure any license or permit necessary for the conduct of their meetings.

Smoking and alcohol are prohibited. Light refreshments are permitted provided the group cleans up. No food is to be left on the premises. A small kitchenette is adjacent to the meeting room and may be used by groups using the meeting room, provided that the area is completely cleaned by the group after the meeting.

Each group using a meeting room shall be responsible to ensure that the meeting room is returned to the same condition after the meeting as it was prior to the meeting. **Under no circumstances should any materials be adhered or fastened to the walls, ceiling, or floor.** Failure to restore the meeting room to such prior condition shall render the group

liable to the Board of Library Trustees for the cost of repair and clean up and may result in forfeiture of future bookings.

The Library will not provide porter service to carry supplies and custodial help is not available for other than maintenance of the room. Library staff is not available to assist with meetings or to operate equipment. If audio or visual equipment is used, the user shall set up in advance of the meeting hour. The user shall have knowledge of how to operate the equipment. It is not the responsibility of the library staff to operate the equipment.

All persons attending a meeting in a meeting room shall comply with all requests by library staff and, if applicable, the Lowell Police Department. Individuals who fail to comply will be required to leave the library building. Groups who fail to comply, or whose leaders fail to comply, will be prohibited from using the meeting rooms.

Hours and Fees

There is no fee for the meeting room use, with the following exception. If a group requests to use the meeting room when the library is closed, a security and maintenance fee of \$100 will be imposed (\$25 per hour, 4 hour minimum). Additional fees may apply.

Fees must be paid at least seven (7) days before the scheduled event with checks made payable to the Pollard Memorial Library. Notice of cancellation is to be given to the Community Planning Department at least twenty-four (24) hours in advance.

Indemnification and Insurance

All groups using any of the meeting rooms shall execute and deliver a written undertaking in a form to be prescribed by the Board of Library Trustees by which such groups shall agree to hold the Board of Library Trustees, and the City of Lowell, and all library staff, harmless from and to indemnify them against all costs, damages, losses, claims, and expenses incurred, directly or indirectly, as a result of such group's use of a meeting room. Such costs, damages, losses, claims, and expenses shall include, without limitation, any damage to the meeting room or any other part of the library building, grounds or collection; the cost of employee overtime, if occasioned by the use of the meeting room; the cost of police protection, if deemed necessary by the Board of Library Trustees; and any claim asserted by any third person against the Board of Library Trustees, the City of Lowell, and/or any library staff on account of any alleged injury causally related to the meeting, together with defense costs including reasonable attorneys' fees.

The said written undertaking shall also constitute a release by the group and each and all of its members of any claim against the Board of Library Trustees, the City of Lowell and the library staff for any injury to persons or damage to property suffered by such group or any of its members during or as a result of the use of the meeting room, except insofar as such injury or damage is directly and solely caused by the negligence or intentional misconduct of any person belonging to or acting on behalf of the Board of Library Trustees, the town government of the City of Lowell or the library staff.

The Board of Library Trustees reserves the right to require any applicant group to supply a certificate of insurance, from an insurer licensed to do business in Massachusetts, in such amount and in such form as the Board of Library Trustees may reasonably deem appropriate, such amount not to exceed \$1 million, naming the Board of Library Trustees as an additional insured, and covering damage to the library building, grounds and collection and injury to persons occasioned by the meeting. Such certificate shall evidence that the insurance it represents is not cancelable except on at least ten (10) days' written notice to the Board of Library Trustees. In the event of such cancellation, the meeting reservation shall be canceled unless the group forthwith substitutes a new insurance certificate meeting the aforesaid requirements.

Publicity

In allowing a group to use a meeting room, the Board of Library Trustees and library staff do not imply any endorsement of the group's beliefs, policies or program. No group shall in any of its publicity state or suggest that the Pollard Memorial Library, the Board of Library Trustees, the City of Lowell or the library staff sponsors or endorses the meeting, the group or any particular set of ideas.

Groups may identify the library and provide its address in their publicity for the meeting, but may not give out the library's telephone number or invite potential attendees to contact the library.

Parking

There is limited on-street parking and limited parking at nearby municipal lots, both subject to posted limits.

Emergencies

Groups are advised to orient their members to the exit routes available in case of emergency. The Library shall not be held responsible for loss, injury or damage to persons or property occurring during or as a result of an individual's or a group's use of Library facilities.

In the event that the Library closes for a weather emergency or for any other reason, meetings are automatically cancelled, and the Library takes no responsibility for notifying participants.

Violations

Violations of this policy shall be dealt with on a case-by-case basis. Violations may, after a hearing on the matter, result in the loss of meeting room use. Denial of use may be appealed in writing to the Board of Trustees. Any illegal acts regarding meeting room use are subject to prosecution by local, state or federal authorities.

Exceptions

Exceptions to this policy may be made at the discretion of the Board of Library Trustees or Director as deemed in the best interest of the library and the community.

Adopted by the Board of Trustees: May 14, 2002; Revised October 6, 2010; Revised October 5, 2011

Meeting Room Use Information and Agreement

The officers of _____ are aware of and agree to abide by the Meeting Room Use Policy of the Pollard Memorial Library.

The officers of _____ hereby shall agree to hold the Board of Library Trustees, and the City of Lowell, and all library staff, harmless from and to indemnify them against all costs, damages, losses, claims, and expenses incurred, directly or indirectly, as a result of such group's use of a meeting room. Such costs, damages, losses, claims, and expenses shall include, without limitation, any damage to the meeting room or any other part of the library building, grounds or collection; the cost of employee overtime, if occasioned by the use of the meeting room; the cost of police protection, if deemed necessary by the Board of Library Trustees; and any claim asserted by any third person against the Board of Library Trustees, the City of Lowell, and/or any library staff on account of any alleged injury causally related to the meeting, together with defense costs including reasonable attorneys' fees.

Signature _____ Phone _____

Name and Title (print) _____

Date _____

Address _____

Reservation Date/Time _____

Number Expected _____

Regarding Room Setup (furniture, etc.). Due to a reduction in custodial staff, the Library will no longer be able to set up furniture in the meeting room. We will be able to provide a screen for presentations and an AV cart for your equipment, if you need it.

Please complete, sign and return to:

Sean Thibodeau, Community Planning Librarian
401 Merrimack St.
Lowell, MA 01852
Fax: (978) 970-4117, Tel: (978) 970-4118
Email: sthibodeau@mvlc.org