



Policy and Procedure for Huntington Beach Library Room and Theater Rentals

POLICY STATEMENT

The Central Library affords a beautiful setting for special events. The Library offers a Theater, and a variety of rooms of varying sizes that are appropriate for seminars, workshops, meetings, educational and cultural programs of all kinds, including music and live performances.

- Policy approved by Library Board of Trustees 3/28/18

GENERAL REGULATIONS/ POLICIES

1. Library facilities are maintained primarily for use by the Library to accomplish its mission. If a library room or the theater is not scheduled for a Library function or a Huntington Beach City activity, members of the public may apply to use certain rooms or the library theater for a fee established by the *City of Huntington Beach Master Fee and Charges Schedule*, approved by the City Council.
2. Reservations are on a first-come, first-served basis. The Library provides the rental of rooms and the library theater for members of the public on an equitable basis, regardless of the beliefs or affiliation of individuals or groups requesting the meeting room. Each event request is considered on an individual basis according to available space, staffing implications and library priorities.
3. The Library may deny use of its facilities if:
 - a. The purpose of the meeting is illegal or potentially hazardous.
 - b. The meeting presents health or security risks.
 - c. The conduct of the meeting interferes with the functioning of the Library.
 - d. The applicant has not provided satisfactory adult supervision for the meeting.
 - e. The applicant has failed to comply with these or other library policies.
4. Applicants renting the facilities must be at least 21 years of age and must be present at the event. An adult chaperone aged 21 or older will be required for every twenty-five (25) minors at events.
5. Personal liability insurance is required for all room rentals.
6. Alcohol liability insurance is required for events serving alcohol. Only beer and wine are permitted.

7. Pursuant to the *Fee and Charges Schedule*, cancellations and date changes are subject to administrative fees, and for cancellations a percentage of the total contract for each month the room was held. The applicant will forfeit the entire rental amount for cancellations made 20 days (or fewer) before an event.
8. The Library determines the number of events operated simultaneously in its facilities and does not guarantee sole use of the facility.
9. Approval to use library facilities does not guarantee parking availability for the applicant or attendees.
10. In the event the City is forced to cancel a reservation because of events beyond the City's control making performance inadvisable, commercially impracticable, illegal, or impossible to perform such as war, riots, fire, flood, earthquake, lightning, explosion, bomb scare, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, Permittee will be refunded any rental fees or charges provided to the City. However, in no event will the Permittee be entitled to any other amounts whether named incidental or consequential damages (for example, Permittees cost to vendors) if the City is required to cancel the reservation.
11. All persons renting library facilities must agree to abide by library policies and all applicable local, state and federal laws.
12. The applicant shall leave the library facilities in the same condition as it was at the beginning of the event. If damage to the room, its furnishings or equipment occurs, the Library will require the applicant to pay for damages, taken out of the Cleaning/ Security Deposit. If damages exceed the cost of the deposit, the applicant will reimburse the Library within thirty (30) days of the event.

Initials:

**APPLICATION TO
RENT LIBRARY
ROOMS /
THEATERS**

1. Applicants requesting to rent a library room or the library theater must make an appointment with facility staff to submit the application and all pertinent paperwork.
 2. The application must be submitted by an applicant who is: a) 21 years of age or older and b) will be present at the event.
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3. The following items must be completed/submitted and approved by staff to reserve a date at least 30 days prior to event:
 - *Policies and Procedures for Library Facilities Rental and Room Rental Application* must be signed and submitted with:
 - Full payment of all fees* listed in the *Fee and Charges Schedule*, including, but not limited to: Room/theater rental fees, setup/takedown charge, security staff and/or theater tech and cleaning/security deposit. Fees and charges may be paid by check or credit card (Visa, Mastercard, Discover).
 - Proof of Liability Insurance
 - Proof of Alcohol Insurance (if applicable)
 - Copy of 501C3 (for non-profit organizations only)
 - Event Set-up/ Timeline

*Events over \$5,000 may be reserved with a 50% deposit.
4. The final timeline is due 30 days prior to event. No changes to rental time can be made less than 30 days to event.

Initials:

EVENT STAFFING

1. Use of library rooms or the library theater will require the applicant to pay for a minimum of one (1) security staff member per one hundred (100) attendees, at the rate listed on the *Fee and Charges Schedule*, for the duration of the room rental period. The Library reserves the right to require additional security staff to support the safety and security of the Library and its facilities.
2. Library theater productions incur additional staffing costs including but not limited to:
 - a. The use of two (2) theater technicians at the current fee rate as indicated on the *Fee and Charges Schedule* for the duration of the event
 - b. A one (1) hour theater technician consultation prior to the event at the current theater technician fee rate, plus additional equipment costs if deemed necessary.
3. Authorization for library facilities and meeting room use does not include the use of library staff time for specialized event planning.

Initials:

**CLEANING/
SECURITY
DEPOSIT**

1. A Cleaning/ Security Deposit is required for all events, at the rates listed on the *Fee and Charges Schedule*.
2. The facility must be left in the condition in which it was found to avoid additional cleaning fees.
3. The Cleaning/Security Deposit will be refunded within 6-8 weeks following the event, refunded with the same payment method.
4. Deductions from the Cleaning/ Security Deposit will be authorized for the following circumstances, pursuant to the *Fee and Charges Schedule*:
 - a. Additional cleaning charges, if the room is not left in the condition received,
 - b. Damages to the facility.
 - c. Additional time spent in the room outside of what was contracted will incur room and staff charges.

Initials:

ADDITIONAL FEES

1. Use of the library facilities will require the applicant to pay a mandatory "Setup/Takedown Charge", pursuant to the *Fee and Charges Schedule*.
2. All events where food and/or drink are served are subject to a mandatory "Cleaning Services Fee", as listed on the *Fee and Charges Schedule*. This fee will be deducted from the Cleaning/Security Deposit.

Initials:

**CANCELLATION
AND DATE CHANGE
POLICY**

1. A "Date Change Fee" will be assessed to change an event date, pursuant to the *Fee and Charges Schedule*.
 2. A "Standard Cancellation Fee" PLUS 10% of total rental costs multiplied by the number of months the reservation was held will be charged for cancellations at least twenty (20) days prior to the event, pursuant to the *Fee and Charges Schedule*.
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3. Notice of cancellation less than twenty (20) days prior to the event will result in forfeiture of entire rental fee/charges, pursuant to the *Fee and Charges Schedule*.

Initials:

**EQUIPMENT,
TECHNOLOGY
& FURNISHINGS**

1. The Library has limited equipment and furniture for events, and all requests for furniture, equipment and set-up must be made prior to the event start date.
2. Use of non-library equipment is subject to the approval of a designated library staff member. Delivery and pick-up of rentals and other equipment must be coordinated with a designated library staff member and delivered and picked up in the time of rental.
3. Equipment and supplies may not be stored in the Library for subsequent use.
4. If left unclaimed for five days after the end of an event, equipment and supplies will be donated, sold by a support group or destroyed without notice to the applicant or liability to the Library
5. All furniture brought to the Library must have protective caps to avoid scratching floors or tearing carpet. Movement of furniture must be done with the use of dollies or carts. All furniture must be lifted, not dragged.
6. Approval to use library facilities does not guarantee wireless connectivity for the applicant or attendees.

Initials:

**PUBLICITY/
MARKETING/
MAILINGS**

1. Any rental event publicity or marketing is the sole responsibility of the applicant. All marketing materials and promotional signs must include the statement: *"Not a Library-sponsored event. The opinions expressed are not endorsed by the Huntington Beach Public Library or the City of Huntington Beach."*
 2. Handouts, flyers and advertisements may not be placed on public service counters or in library common areas. Placement in the Library of handouts, flyers and advertisements will be limited to the Public Distribution Area at Central Library.
 3. Only designated library staff may post signs. Unauthorized signs will be removed. At no time may materials be attached to walls, windows, doors or furnishings.
 4. Directional signs are discouraged and are subject to prior approval by a designated library staff member one week before the event.
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5. Neither the name nor the address of the Library may be used as a mailing address for organizations, groups, or individuals using meeting room facilities. Each group is responsible for handling its own RSVP's or ticket sales.
6. The Library does not allow the use of the name and address of any library facility as an official address or headquarters.

Initials:

CATERING

1. The caterer for any event in a library facility must be approved by a designated library staff member. All caterers on the Approved Caterers list have a business license in Huntington Beach, insurance, and have worked with our library kitchen and facilities.
2. Caterers must comply with the rules and regulations listed below:
 - a. Catering staff will arrive and exit through locations designated by the Library.
 - b. Use of the loading dock and elevators must be prearranged with a designated library staff member.
 - c. All appliances must be approved by the Library.
 - d. Setup time for the event will be determined by the Library and must be included in rental time.
 - e. All spaces should be cleaned. The proper disposal of all refuse is expected, especially liquids. Nothing (including water and ice) can be poured in the landscaping, fountains, or grass areas. All food and trash must be removed from the premises immediately following the event. Waste material must be placed in appropriate receptacles. Any cost incurred in the removal of un-disposed food will be charged back to the caterer.
 - f. No gratuities are to be given to library staff.
 - g. The Library is not responsible for any property left on the premises by the caterer. Any property which is left on the premises for five (5) days after the end of the event will be disposed of by a designated library staff member, by city surplus or destruction, without notice to the user or any other party, and without liability to the Library.
 - h. Library applicants must agree to restore the area to a reasonable degree of order. Failure to restore facility or meeting room to this condition may result in additional charges for required cleaning and may result in revocation of authorization for future use.

Initials:

**ROOM
DECORATIONS**

1. Time necessary for decorating or other preparation is to be included as part of the room rental time.
2. Approval for decorations or special signage, a registration table outside the meeting room, etc. must be obtained by a designated library staff member.
3. Décor must not mar or affect the appearance of the library structure and must be removed immediately following the event. No tape, staples, adhesive, nails, metal hooks, etc. may be placed on to any wall or surface of the library.
4. The use of confetti, glitter and “Silly String” is strictly prohibited.

Initials:

DELIVERIES

1. All deliveries of equipment, decorations, flowers, food must be prearranged with designated library staff and arranged only during the rental time.
2. The Library is unable to store any items prior to, or following an event.

Initials:

**LIBRARY THEATER
REGULATIONS**

1. Library Theater productions will incur costs including (but not limited to):
 - a. The hourly fee rate for the Library Theater, pursuant to the *Fee and Charges Schedule* with a four (4) hour minimum for all theater events.
 - b. The services of the City’s contracted theater technical company, which is two (2) technicians at the current fee rate for all theater events.
 - c. A one (1) hour consultation with the theater technician, prior to the event
 - d. Additional equipment costs, if deemed necessary.
 2. Library Theater productions involving props and sets require consecutive day booking.
 3. Equipment, props and sets are subject to pre-approval by a designated library staff member.
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4. The Library is unable to store equipment, props and sets following an event. If left unclaimed for five days after the end of an event, equipment and supplies will be donated, sold by a support group or destroyed without notice to the applicant or liability to the Library
5. Eating or drinking are strictly prohibited in the Library Theater.

Initials:

INSURANCE

1. The Library will require the applicant to maintain insurance for all events:
 - a. Commercial General Liability Insurance with a minimum of \$1,000,000 limit per occurrence, naming the City of Huntington Beach as additional insured.
 - b. Insurance is also available for purchase through the City of Huntington Beach.
2. Proof of insurance must be on file prior to the event date.
3. If alcohol is served, additional Alcohol Liability Insurance of \$1,000,000 will be required. Only beer and wine are permitted.

Initials:

LIABILITY

1. The Library premises must be returned to its original condition. Groups or individuals using library property assume liability and shall be liable for any damage to the facility, furniture or equipment caused by the occupancy of said premises.
 2. The Library does not assume responsibility for materials, equipment, or any other article left by an organization, group, or individual in the Library and will not be liable for loss, theft, or damage. If items are left unclaimed for five (5) days after the end of an event, items may be sold or destroyed without notice to the organization, group, or individual, and without liability of the Library.
 3. Individuals or organizations reserving library space(s) are responsible for ensuring that all necessary safety provisions are observed.
 4. Library facilities and meeting rooms are managed according to the city, county, state and/or federal laws governing the protection of public property and fire safety.
 5. The Library is not liable for damages resulting from food served at events.
 6. Designated library staff will conduct a walk-through after each event to verify that facilities are left in proper order. The authorized representative of the group must report to the designated library staff member at the end of the meeting.
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- 7. Library facility users agree to pay for any and all damages to library property including, but not limited to, walls, floors, carpets, grounds equipment, and furniture while property is being used. Failure to pay for damage will result in revocation of authorization for future use and/or other necessary actions.

- 8. The user shall hold harmless, defend and indemnify the Library and its entities for any injury or loss incurred by using the library facilities.

Initials:

The undersigned hereby agrees to abide by the policies governing the use of this facility, as set forth here in the "Policy and Procedure for Use of Huntington Beach Library Room Rentals and Theater" and all others approved by City Council.

Signature of Applicant: _____ Date: _____

Staff Initials: _____ Date: _____



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