

RENTAL AGREEMENT POLICY

The Rental Agreement Policy will apply to rent or use of the library meeting rooms and will be between the Olive Free Library Association (herein known as OFL) and the applying institution, group, or association (herein known as Applicant).

Applicants located outside of the library's service area who are applying to use the meeting rooms outside of normal library hours or who will be charging for the program/event will be subject to the following terms and conditions:

ACCESS

The Applicant shall be given access to the space for set-up no earlier than the time specified on their contract. The Applicant may enter the space for viewing and/or planning purposes during regular library hours.

FEES AND CANCELLATION

A deposit of one-half of the rental fee and the security deposit are required at the signing of this rental agreement in good funds. Checks with insufficient funds or returned checks will automatically release the reserved date. The remaining balance of the rental fee and security deposit is due one month prior to the rental date. The Applicant may cancel this contracted space reservation 3 months prior to scheduled rental and receive a 100% refund of the rental fee. Cancellations occurring 2 months or less before scheduled rental will forfeit the rental fee and security deposit in their entirety. The security deposit will be forfeited but the rental fee may be refunded if the library is able to re-rent the space.

SETUP/ CLEANUP

The applicant is responsible for all aspects of the setup and cleanup of the rental space. The Applicant must provide their own staff or volunteers to sell tickets, food/beverages, provide sound tech, etc.

It is the Applicant's obligation to ascertain its needs for the event, presentation, or performance. It is the Applicant's obligation to bring any additional equipment other than that normally provided by OFL as listed below. Prior to the event the equipment will be inspected with the applicant during regular library hours.

OFL BORROWED EQUIPMENT/FURNITURE:

- Projector & screen
- Sound system (does not include microphone)
- Blu-ray player
- Steinway B Piano
- All furniture currently in the Community Room
- Yellow chairs stored downstairs
- (4) 6' folding tables stored downstairs
- Podium

USE OF SPACE

- OFL provides the use of these rooms for cultural, civic, social, or educational purposes only. All activities and events must comply with Federal, State, and Local non-discrimination laws. The Board of Directors of the Olive Free Library Association does not endorse the objective of any person, group, or organization using these meeting rooms.
- Use of this space shall be limited to the Applicant and their immediate organization for the stated purpose. Space cannot be used by other individuals or groups not identified in the rental agreement or used by Applicant for purposes other than stated in this agreement.
- This agreement is limited to the use of the Community Room or Downstairs Meeting Room as specified on the Contract. The kitchen (located downstairs) can be used for an additional \$50 per day and a \$250 security deposit.
- Applicants may make no permanent physical alterations to the interior or exterior structure of the space, its interior or exterior fixtures, decorations, furniture, utilities, etc. If such unauthorized alteration or damage occurs, OFL shall have the right to immediately cancel this agreement and retain the security deposit and prorated amount of the rental charge.
- Any provision of food, drink, merchandise, or exhibits intended for display or sale by Applicant must be agreed to by OFL in advance of signing this agreement.
- Applicants must comply with all local, state, and federal laws regulating legal conduct in a public space and shall strictly enforce the Smoking Ban Policy at all times during the use of the space and while on the Library grounds.
- All events must end by 10:00 pm (EST). Music must end by this time as well as closing any food and beverage services.
- The Community Room is an active exhibition space with ongoing shows of art. The Applicant may not alter the exhibition in any way, de-install, or move works during the terms of this rental agreement. The Applicant may not hang posters, artwork, decorations, etc on the walls of the gallery space.

INSURANCE/LIABILITY

The Applicant shall obtain a current Certification of Liability Insurance in an amount not less than \$1,000,000 for Bodily Injury and \$500,000 for Property Damage. Such insurance shall name the Olive Free Library Association, 4033 Route 28A, West Shokan, NY 12494 as additional insured, and a certificate of insurance with an endorsement must be provided not less than fifteen (15) days prior to the event.

All events held at OFL are entirely at the Applicants' and their guests' risk. OFL, its staff, and board members shall not be liable for any actions, inactions, for the condition of the grounds or for the condition of the Applicant's equipment during the event.

VACATING SPACE

Space must be vacated and restored to its original condition by the time specified on their rental agreement. Any equipment, machinery, stage sets, electrical or mechanical devices, or other physical objects brought in by Applicant must be removed. All trash and recycling must be bagged and placed in trash bins outside. Space must be left broom clean and locked.

In the event that space, grounds, or borrowed equipment is damaged, altered, left in an unsatisfactory state, or not vacated at the specified time, the Applicant will forfeit the security deposit in addition to the cost of repairing and/or replacing damaged property.

RIGHT TO REFUSE

OFL reserves the right, in the sole exercise of its discretion, to refuse rental of the library facilities to any applicant when the use of the room might endanger public safety, cause disorder or disrupt the primary functions of the library. OFL has the right to discontinue the use of the room by any Applicant that is causing a disturbance, damage, or for any other reason in the opinion of OFL the Applicant is not conducting themselves in a peaceable and appropriate manner as defined in the Patron Code of Conduct.

AMENDMENT TO AGREEMENT

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

OFL SPECIAL RENTAL RULES AND REGULATIONS

The following is a list of rules and regulations to be upheld by the Applicant, which includes all vendors, event coordinators, and guests who attend the event on the premises of the Olive Free Library Association.

- o Space may be entered at access date/time on contract
- o Space must be left broom clean, trash and recycling bagged and put in bins outside, and all rented furniture and equipment removed by date/time specified on the contract
- o Lights must be turned off, shades closed, and doors locked before the applicant vacates the premises.
- o If the applicant was given a key for access to the premises, the key must be returned within 48 hours of vacating the premises unless other provisions have been made. The security

deposit will be returned to the Applicant only after the key is received and the property has been inspected for any potential damage.

- o The possession, use, or distribution of alcoholic beverages, tobacco, and electronic smoking products and drug substances is strictly prohibited in the Library and on the Library grounds as noted in the Smoking Ban Policy. A patron who violates these terms may be expelled from the Library at the discretion of the Library, and use privileges may be suspended. Additionally, such actions may be reported to police authorities at the discretion of the Library.
- o No real fire (candles, etc.) allowed
- o Parking spaces are at a premium, during library hours we request that applicants and their guests park in the overflow parking at the church next door (except on Wednesdays or Sundays) or on the side of the road.
- o Use of the kitchen is expressly excluded from the rental unless the terms have been agreed upon prior to the execution of this agreement.
- o If the use of the kitchen is part of the rental agreement, the applicant is responsible for cleaning all dishes that are used and returning the area to its original condition. Only items belonging to OFL (dishes, silverware, pots and pans) may be used by the Applicant. Items belonging to other groups should NOT be used by the Applicant.
- o Use of the kitchen fan/vent is required when using the stove and oven.
- o No nails or staples are allowed to be adhered to any wall, floor, or post.
- o The exhibitions may not be altered in any way. De-installation and removal of artworks is prohibited.
- o Proof of non-profit status to be submitted with the application.
- o All activities have to comply with the local regulations.
- o The applicant is responsible for all room set-up including moving tables and chairs and breakdown of their own equipment. Library personnel will not move or rearrange heavy equipment. The applicant is responsible for all cleaning up and returning the room to its former condition. All garbage must be cleaned up and placed in proper garbage receptacles.
- o The suggested room capacity is 85 people in the community room and 35 people in the downstairs meeting room.
- o No music after 10:00 p.m.
- o Emergency numbers:
 - o 911
 - o Library Director, Chrissy Lawlor: 845-233-0714
 - o Board Member, David Edinger: 845-514-3341
 - o Olive Fire and Police Dispatch 845-657-2849



OLIVE FREE LIBRARY

RENTAL AGREEMENT

This AGREEMENT, as follows, made effective _____ between the Olive Free Library Association (herein known as OFL) and the undersigned applicant (herein known as Applicant).

SPACE(S) RENTED Community Room/Downstairs Meeting Room

PURPOSE OF RENTAL

DATE & TIME RENTED

ACCESS

SPACE VACATED BY 10:00pm

RENTAL FEE _____ \$100 per day
 _____ \$50 per day for non-profits
 _____ \$150 per day with use of kitchen
 _____ \$100 per day for non-profits with use of kitchen
 Payable by cash, check, money order, or PayPal

SECURITY DEPOSIT _____ \$150 security deposit
 _____ \$250 security deposit if using the kitchen
 To be paid by separate check or money order.

Security deposit is returnable to Applicant up to two (2) week after the event has been held, the key has been returned, and the property has been inspected for any potential damage.

TOTAL DUE \$ _____

INSURANCE

\$1,000,000 for bodily injury and \$500,000 for property damage
(see page 3 for specific details)

This agreement is not valid until proof of insurance has been
received _____ (Applicant initials)

Date insurance received: _____

APPLICANT

APPLICANT CONTACT

PHONE NUMBER

EMAIL:

ADDRESS:

OFL CONTACT

Chrissy Lawlor, Library Director
(845) 657-2482, email: director@olivefreelibrary.org

EQUIPMENT PROVIDED

VACATING SPACE

Space must be left broom clean w/ trash and recycling placed in
outside trash bins by the end of the rental period. Lights must be
turned off, shades closed, and all doors locked.

Applicant has read all of the provisions of the Rental Agreement Policy and will adhere to all
provisions in the Policy.

APPLICANT

OLIVE FREE LIBRARY ASSOCIATION

Print Name:

Chrissy L. Lawlor, Library Director