

## 5 Building Use

### 5.1 Library Meeting Room and The Center Usage Policy

#### Colfax Meeting Facilities

Whitman County Rural Library District provides a meeting space in the Colfax Library available for public use when it is not being used by the District or its recognized Friends of the Library group.

Meetings may not be scheduled more than two months in advance without Director approval. Once scheduled, these dates are subject to cancellation if they conflict with unforeseen Library or Friends usage.

The District allows use of the meeting rooms by any other group or individual, subject to the limitations below and upon completion of The Application for Use (5.4 Room Rental Application Form). Permission to use these facilities will not be denied to any group or individual because of race, religion, color, sex, national origin, marital status, familial status, age, sexual orientation, or disability.

When scheduling conflicts occur, the District will select uses for the meeting room that most closely align with the District's mission statement and service roles.

Payment of a fee is required for the following types of activities of groups or individuals other the Library or Friends of the Library:

- Any use where the library's kitchen, special equipment or library staff's time to set-up and/or cleanup the room is required.

- Any use for which attendees are assessed a charge other than a nominal amount to defray the cost of materials or supplies.

- Any use for which there is solicitation for the sale of goods or services.

- Private social functions where the general public is not allowed to attend.

- Meetings or usage by any organizations or individuals residing outside of Whitman County.

For any other use, the District does not require a fee for the use of its meeting rooms.

Meetings or groups whose members are under age 18 must be supervised by an adult in attendance at all times. An adult must also sign the Application for Use (5.4 Room Rental Application Form).

Meeting attendees who are loud, disorderly and/or abusive of others or the facility may be asked to leave and liable for all damages.

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Requests for events that require an alcohol or gambling permit must be approved by the library director or appointee. Proof of Insurance may be required for such events.

The District does not assume liability for injuries to individuals or damages to personal property that occur as a result of actions of the sponsors or participants in activities in its meetings rooms.

The Director is responsible for establishing and administering procedures to carry out this policy.

### Branch Meeting Rooms and Spaces:

In towns throughout Whitman County that are served by Whitman County Library branch locations, meeting space may be provided as a service of the city governments who own those buildings and are responsible for activities held within them. In those instances, all policies will be set forth by those cities and adhered to by library staff when using those spaces for library related programs.

Adopted February 13, 2017

## 5.2 Public Announcements and Solicitations

### Solicitations:

Due to its status as a public, non-profit, non-partisan organization, Whitman County Library cannot collect money for any group or individual for non-library purposes. Upon approval by the library Board of Trustees, the library may display posters or other materials indicating where such donations may be made in the case of non-profit groups.

In order to protect the library staff and to assure library patrons of their freedom to peaceful use of the library, neither individuals nor groups will be allowed to solicit for any purpose, monetary or otherwise, on the library premises.

### Public Announcements:

Whitman County Library System displays or distributes announcements in the form of posters or printed handouts for any community agency or organization. Posters making religious or political statements will not be displayed due to our status as a public agency. If there is any question as to suitability of the material, it will be forwarded to the Director for approval.

In order to protect library staff and to assure library patrons of their right to peaceful use of the public library, neither individuals nor groups will be allowed to distribute printed materials on the library premises.

### 5.3 Displays

The Director may grant the privilege of placing exhibits and displays in the library, subject to the following conditions:

No poster, display, exhibit, pamphlet, brochure, leaflet or booklet shall be exhibited, displayed or placed in the library for distribution without permission of the Director (or designee).

No organization or individual shall be permitted to display or exhibit any materials which advocate the election or defeat of a candidate for public office, or which advocate an affirmative or negative vote for or against any proposition or initiative, whether political or otherwise. Official election information will be made available in the library.

No organization or individual shall be permitted to place in the library any receptacle which solicits donations, nor shall any poster or display be permitted which advocates or solicits consideration of any product or item sold by any commercial or charitable enterprise.

Available space may be used by any group whose purpose for the display promotes the welfare or educational enlightenment of the community. Such displays shall be on a "first-come, first-served" basis, subject to the limitations of space as determined by the Director. Any organization requesting the use of this space must sign the "display contract" (5.5 Display Loan Agreement Form).

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

Items are displayed for one month, unless otherwise agreed upon by the library and the display owner. In the event that the owner of the display does not reclaim it by 14 days after the agreed ending date of the exhibit, the library assumes ownership with the right to sell or dispose of the property.

Display areas for the public include two sides of the bulletin board of the triangular display module.

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**5.4 Room Rental Application Form**

WCL STAFF USE ONLY (initial please) Staff:\_\_\_\_\_ Event Type:\_\_\_\_\_ Event Date: \_\_\_\_\_

Calendars Complete: paper \_\_\_\_\_ online public \_\_\_\_\_

Amount Owed: \$\_\_\_\_\_ Amount Paid: \$\_\_\_\_\_ Staff: \_\_\_\_\_ Date Paid: \_\_\_\_\_

Circle Payment Method: Cash Credit Check #\_\_\_\_\_

OPTIONAL ITEMS: Coffee (# of pots) \_\_\_\_\_ Key Checkout (barcode) \_\_\_\_\_

Tablecloths (#, shape, color) \_\_\_\_\_ Special Permit for: \_\_\_\_\_

SPECIAL APPROVAL: Supervisor: \_\_\_\_\_ Marketing: \_\_\_\_\_ Technology: \_\_\_\_\_

*Rental Coordinator: \_\_\_\_\_ Today's Date: \_\_\_\_\_*

Availability:

Use outside regular hours or scheduling more than 2 months in advance may require supervisor approval.

Library Hours: Monday – Wednesday 10 a.m. to 8 p.m.  
Thursday – Friday 10 a.m. to 6 p.m.  
Saturday – Sunday 1 to 5 p.m.

Rental Details:

Meeting Date(s) and Time(s): \_\_\_\_\_  
(including Setup & Take Down Time)

Circle Room: The Center Meeting Room TEK Center Office

Person Responsible for Rental (18+): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Organization: \_\_\_\_\_

Person on Site for the Duration of Rental (if Different): \_\_\_\_\_

Phone (if different): \_\_\_\_\_

Room Options:

The Center: Public & Private Events. Main street access, hardwood floor, counter & sink, restrooms, refrigerator/small freezer, and backroom for catering. Art exhibit on walls. *Capacity 110 chairs or approx. 10 tables with 60 to 80 chairs comfortably.*

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Meeting Room: Local Non-Profits. Downstairs with elevator access, carpet, restrooms, sink, optional small kitchen facilities. *Capacity 110 chairs or approx. 10 tables with 60 to 80 chairs slightly crowded.*

TEK Center: Small room in the Center, well equipped for multimedia presentations or technical training. *Capacity 30 chairs or up to 20 people at tables.*

Private Office: Quiet workspace in The Center. *Seats 1 to 3 people.* Only available during regular library hours. No charge.

Fee Schedule:

All Fees are non-refundable and due upon reservation of the room. Must cancel at least 24 hours in advance to receive a refund, including “no shows”

Please check the option that applies to you:

- Free presentations open to the public: FREE during open hours  
OR \$25 per hour after hours

Renter is responsible for all setup, takedown, and cleaning  
*Free classes & events that are open to everyone.* The library does not guarantee marketing, but the event will be listed on WCL’s online calendar. Need marketing advertising? Ask about options that may be available.

- Private Meetings and Functions: \$25 per hour\*

Renter is responsible for all setup, takedown, and cleaning  
*Nonpublic events.* Private meetings, social functions, or other uses that are NOT open to the general public. \*Inquire 24 hours prior to your scheduled time to see if early setup is available.

- Local Non-Profit Meetings: No Fee

Renter is responsible for all setup, takedown, and cleaning.  
*Non-profits within WCL service district* whose members pay local taxes pay be preapproved for private meetings held in Meeting Room (TEK center or Center when unavailable and with supervisor approval) – check with staff for details.

- For Profit Use: 20% of profits per vendor during open hours  
OR \$25 per hour after hours

Renter is responsible for all setup, takedown, and cleaning  
*Soliciting the sale of goods, services, marketing of a specific business, and/or any use for which attendees are assessed a fee to attend or for class materials.* Marketing options may be available for a fee. Check with staff.

\*Hourly fee for ALL hours (open or closed) the room is occupied for setup, event, and cleanup, excluding 11 p.m. to 7 a.m. if room is unoccupied.

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Optional Items:

Please check all options you want provided

- Kitchen in Meeting Room: \$10  
Warming only, no meal preparation. Must be cleaned. Center does not have kitchen facilities, Meeting Room only.
- Tablecloth Rental: \$4/each if self-laundering  
\$8/each if WCL launders\*\*  
# \_\_\_ Black: 22 Round, 13 Rectangle (various sizes)  
# \_\_\_ White: 20 Round \*\*White tablecloths must be laundered by WCL
- Technology Fee: \$15  
Circle: # \_\_\_ of laptop(s)\*\*\* projector speakers microphone  
\*\*\*additional fees apply, more than one laptop is a flat fee of \$15 extra  
Technology assistance outside of library hours is often not possible or may require instruction from staff, including setup and takedown. Please list your contact information in case our staff needs to follow up.  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_
- Pot(s) of Coffee: \$10 each  
Only available during regular library hours and subject to staffing levels
- Marketing Assistance: \$50  
Marketing: news releases, posters, and social media included. Fees may apply for printing extra copies. Subject to staffing.
- Janitorial/Garbage Service: \$50  
Cleaning, trash removal, and floor cleaning (broom & vacuum provided) are the renter's responsibility. *If you are unable to put away tables/chairs, clean thoroughly, and remove trash, select this option.*
- Large Group Rate: \$25  
If you require more than 50 chairs and/or 10 tables, you will be assessed this fee for staff assistance.

Important Considerations

Parking:

Many library patrons, who use our back parking lot, have physical limitations. Please consider parking in the U.S. Bank lot (one block north), on Mill Street or at the Baptist Parking lot (both one block east), or on the street.

Donations:

Is your meeting free? Please consider a donation to help us offset the cost of maintenance, operation, and cleaning of our facility.

Future Events:

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Events scheduled more than two months in advance and/or free usage by groups or individuals outside of WCL District (including Pullman) require supervisor approval.

### Special Permits:

If an event includes alcohol or gambling, the renter is responsible for obtaining the proper permitting. A copy of the renter's permit and insurance may be required along with supervisor approval. Permit is required and must be posted at event.

### Agreement:

I have read and understand the rules and regulations for use of Whitman County Library's meeting facilities and will take full responsibility to abide by those rules and regulations. I do hereby understand that I am responsible for the supervision and control of any group or individuals while using Whitman County Rural Library District meeting room to ensure their safety, prevent injury and/or damage to the equipment, property or grounds of the center. I am at least 18 years of age, have authority to make this application and agree to comply with all facility rules and regulations, and assume liability for any and all damages that occur as related to this rental. Fees only refundable if cancellation is due to library conflict.

I also understand that I am responsible for ***ALL SET UP and leaving the room in the same condition*** as when I assumed possession. Janitorial and garbage fees will be assessed if renter does not comply. I am responsible for protecting all areas of the meeting room and all of its contents. Should any items be stolen, damaged, broken, access keys lost, or a cleaning fee assessed, I assume liability for these costs.

Indemnification/Hold Harmless: User shall indemnify and hold harmless Whitman County Rural Library District, its officers, officials, employees, and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of use of Premises or from any activity, work or thing done, permitted, or suffered by User in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of Whitman County Rural Library District.

Signature of applicant: \_\_\_\_\_ Date: \_\_\_\_\_  
(must be same person responsible and listing information above)

Revised March 2020 Resolution 2020-08



## 5.5 Display Loan Agreement Form

### Whitman County Library Exhibition Agreement

The Artist (name, address, telephone number, email)

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and

Whitman County Library (WCL)  
102 S. Main Street, Colfax WA 99111  
509- 397-4366  
Contact: Kylie Fullmer

hereby enter into the following Agreement:

- 1. Agency; Purposes.* The Artist appoints WCL for the purposes of exhibition only. WCL shall not permit the artworks to be used for any other purposes without the written consent of the Artist.
- 2. Exhibition.* WCL accepts for exhibition only, those artworks listed on the attached Inventory Sheet, which is part of this Agreement. All Inventory Sheets shall be signed by the Artist and WCL.
- 3. Warranty.* The Artist hereby warrants that he/she created and possesses unencumbered title to the artworks, and that their descriptions are true and accurate. The Artist reserves all rights to the reproduction of the artworks except as noted in writing to the contrary.
- 4. Duration of Exhibition.* The Artist and WCL agree that the initial term of the exhibition for the artworks is to be \_\_\_\_\_, and that the Artist does not intend to request their return before the end of this term. Any necessary maintenance of artwork on display will be the responsibility of the Artist. If artwork is not reclaimed within 14 days after the end of the exhibit date above, WCL may assume ownership with the right to sell or dispose of the property.
- 5. Transportation Responsibilities.* Packing, transportation of and handling expenses and risk of loss or damage incurred in the delivery of artworks from the Artist to WCL, and in their return to the Artist, shall be the responsibility of the Artist.
- 6. Responsibility for Loss or Damage.* WCL will take meaningful measures to ensure the safekeeping of all artworks while they are in its custody, however is not responsible for loss or damage to the artwork. The Artist is responsible for insuring their artwork. The Artist agree to indemnify and save and hold harmless the Whitman County Library District from and against any and all loss, damage, injury liability

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and claims for loss, damages or injuries to property arising out of the loan of said property to the library for display or special exhibit purposes.

7. *Removal from WCL.* WCL shall not lend out or remove from the premises any of the artworks, without first obtaining written permission from the Artist.

8. *Publicity.* The Gallery may arrange to have the artworks photographed to publicize and promote the exhibit. In every instance of such use, the Artist shall be acknowledged as the creator and copyright owner of the artwork. All rights to reproduction of the work(s) of art identified herein are retained by the Artist.

The Gallery's promotion of exhibits is limited to news releases, posters, calendar listings, social media posts, etc. The Artist is encouraged to self-promote their exhibit, purchase advertising, or to schedule community events if more exposure is desired.

9. *Commission.* Sale of any artwork is to be handled directly between the Artist and buyer except as noted in writing to the contrary. WCL will attempt to facilitate communication between the Artist and buyer, however Artist should make their contact information available for the buyer to easily access (email on title cards and/or Artist statement). If the Artist handles their own sale, it is required that they provide the library with a 20% commission within 14 days of the sale. If WCL handles the sale, they will issue the Artist a check, less a 20% commission, within 14 days of the sale. WCL does not handle sales tax for Artists so Artist will need to take that into consideration when setting prices.

10. *Termination of Agreement.* Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either the Gallery or the Artist, by means of written notification of termination from either party to the other.

By signing below, I hereby agree to the terms stipulated above.

\_\_\_\_\_  
(Signature of Artist)

\_\_\_\_\_  
(Signature of authorized WCL representative)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## 5.6 Rules Governing the Use of the Library

While in the library, PLEASE DO NOT:

- Smoke
- Consume food or beverages near computers
- Solicit or sell
- Sleep
- Bring pets into the building (except service animals)
- Harass patrons or library personnel by noisy or disorderly conduct, abusive, obscene, or threatening language, or unpredictable behaviors
- Exhibit behaviors that, in the opinion of the library staff, constitutes misuse or defacement of library materials or facilities
- Obstruct any public access point
- Be drunk or disorderly
- Leave children under 7 years unattended
- Place feet on table or chairs
- Bring or use bikes, skateboards, or skates
- Generate an offensive, pervasive odor
- Disobey the computer use/Internet policies (6.1 Computer Use and Internet Policies)
- Create disruptive noise, including cell phones, pagers, or other audible devices

Violation of these rules may be cause for a temporary or permanent prohibition from the future use of library facilities.

**5.7 Notice of Eviction Form**

**Notice of Eviction from Whitman County Library District**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Library Card Number: \_\_\_\_\_

Your are hereby notified that you have acted improperly pursuant to the library's rules and regulations by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This is notice that you are forbidden entry to any Whitman County Library location. Failure to comply may result in charges being filed with the police department.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

Copies: Chief of Police: \_\_\_\_ Librarian in charge: \_\_\_\_ Other: \_\_\_\_\_

**5.8 Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement Form – Exercise Policy**

Activity and Location: \_\_\_\_\_

IN CONSIDERATION of being permitted to participate in any way in Whitman County Library sponsored activities (Activity”), I for myself, my personal representatives, assigns, heirs and next of kin:

Acknowledge, agree, and represent that I understand the nature of the Activity and that I am qualified, in good health and in proper physical condition to participate in such Activity. I further acknowledge that the Activity may involve certain hazards. I further agree and warrant that if at any time I believe the conditions to be unsafe, I will immediately discontinue further participation in the Activity.

Fully Understand that:

Activity involves risks and dangers of serious bodily injury, including permanent disability, paralysis and death, and also involves risk of damage or loss to equipment (“Risks”);

These risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the “Releasers” named below;

There may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and responsibility for losses, costs and damages I incur as a result of my participation in the Activity.

Hereby release, discharge and covenant not to sue the Whitman County Library, their affiliates, the unaffiliated instructor \_\_\_\_\_, their respective administrators, directors, and officers (the “Releasers” herein) from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasers or otherwise, including negligent rescue operations; and I further agree that I, despite this Release and Waiver of Liability Assumption of Risk and Indemnity Agreement I, or anyone on my behalf, makes a claim against any of the Releasers, I will indemnify, save, and hold harmless each of the Releasers from any litigation expenses, attorney fees, loss, liability damage, or cost which any may incur as the result of such claim.

I have read this Agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this Agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

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Participant's Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Guardian's Signature (if participant is under 18 years of age):

\_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Adopted February 13, 2017 Resolution 2017-8