LUCIUS BEEBE MEMORIAL LIBRARY

MEETING ROOMS POLICY

DATE Revised and Adopted April 17, 1997; Sept 19, 2001; Nov 21, 2002; April 13, 2004; Nov 14, 2007; Dec 20, 2007; March 19, 2009; June 20, 2018; Sept 25, 2024

AUTHORITY Board of Library Trustees

POLICY PROCEDURE RULE, REGULATION, FORM

Purpose

The Board of Library Trustees allows the use of meeting rooms for civic, educational, philanthropic, and recreational purposes having a substantial nexus to the Wakefield community. At a minimum, such a nexus requires that any group seeking to use a meeting room provide a sponsor who resides in Wakefield, 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. However, the provision of meeting room space is not the primary mission of the library, and must always be subordinate to the paramount need 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. Use of meeting rooms for library purposes shall take precedence over all other uses.

Meeting rooms shall not be used for entrepreneurial or commercial purposes, for the solicitation or development of business, for profit or for fundraising. No goods or services shall be promoted, sold, or exchanged upon the premises or by sample, pictures, or descriptions.

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

Requirements for Room Reservations

All groups using any meeting room shall complete, submit and, at the request of the library staff, update an application on a form approved by the Board of Library Trustees. Such a form shall incorporate by reference this policy and shall recite that the applicant group has received a copy of this policy and agrees to abide by the terms and conditions of this policy.

Reservations shall be made through the office of the Library Director, 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.

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.

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 Town of Wakefield for any deficiency.

Reservations shall be accepted, subject to the provisions of this policy, in the order received. Multiple advance reservations will not be accepted for the lecture hall. The library reserves the right to limit the total number of annual reservations made on behalf of a single group.

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

Minors may not reserve a meeting room, nor can they serve as sponsors.

Rules for Use

Library meeting rooms are available to the employees of the library and, at the discretion of the library director, to other municipal employees, for conducting business regarding the internal operations of their departments. Such meetings not subject to the Open Meeting Law are not required to be open to the public.

All other 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, or, in the case of municipal government meetings, as complies with the Open Meeting law.

The occupancy limits are as follows: seventy-five (75) persons for the Lecture Hall and twelve (12) persons for the Trustees Room.

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

Groups using meeting rooms may arrange the available tables and chairs as they choose, provided that all pieces of furniture are returned to their original positions at the close of the meeting. Because the library is unable to set up and break down rooms, groups requiring this service should ask at the Reference Desk for alternate sites in the Wakefield area.

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 Lecture Hall and may be used by groups using the Lecture Hall, 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. 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.

Under no circumstances may use of the meeting rooms interfere with the use of the library by other patrons, the work of the library staff or any other aspect of normal library operation.

All persons attending a meeting in a meeting room shall comply with all requests by library staff and, if applicable, the Wakefield 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.

Indemnification and Insurance

All groups (except for municipal employees conducting business relating to internal operations) 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 Town of Wakefield, 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 Town of Wakefield, 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 Town of Wakefield 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 Town of Wakefield 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 Lucius Beebe Memorial Library, the Board of Library Trustees, the Town of Wakefield 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.

Hours and Fees

Meeting rooms are available during the library's regular hours of operation. There is no charge for meeting room use. A donation to the Friends of the Library is strongly recommended, however.

A meeting room not having been restored to its previous condition and vacated by closing time, thus necessitating the services of a custodian beyond closing time, may result in a fee of $50 and forfeiture of future bookings. Checks shall be made payable to the Town of Wakefield and shall be given to the custodian before departure.

LUCIUS BEEBE MEMORIAL LIBRARY

MEETING ROOM RESERVATION FORM

DATE Nov 21, 2002, Revised April 13, 2004; Dec 20, 2007; May 2009; June 20, 2018; Dec 19, 2018

AUTHORITY Board of Library Trustees

POLICY PROCEDURE RULE, REGULATION, FORM

Meeting Room Reservation Form and Agreement

Lucius Beebe Memorial Library; Wakefield, Massachusetts

NOTE: *No room reservation is complete until a completed, signed ORIGINAL of this form is actually received by library staff. Please make a copy of this form for your files before submitting it, and confirm with the staff that your reservation has been booked.*

1. Name of Organization. The full name of the organization which seeks to use a meeting room is:

_____

2. Address of Organization. The organization has a principal place of business at the following address:

_____

_____

Telephone No.:_____ Email_____

3. Local Sponsor. The following resident of Wakefield, Massachusetts, who has signed below as "Sponsor", affirms that the use of the meeting room has a civic, educational, philanthropic, or recreational purpose with a substantial value to the community:

By:_____Name:_____

(Sponsor's Signature) (Print Name)

Address:_____Telephone No.:_____

Wakefield, MA 01880

4. Contact Person. In case the library staff need to contact the organization (for example, to cancel the meeting because of snow or flood), the following person should be called, and it will be his or her responsibility to notify all group members of any cancellation or other change concerning the meeting:

Name:_____Telephone No.:_____

(Print Name)

Address:_____Email:_____

Note: the contact person need not be the same person identified in # 3, above, as the Sponsor.

5. Public Contact Person. Should there be a request for information about the meeting and/or group, library staff will refer the inquiry to the following person at the contact as listed below:

Name:_____Telephone No.:_____

(Print Name)

Address:_____Email:_____

Note: neither contact persons need be the same person identified in ¶ 3, above, as the Sponsor.

6. Type of Organization. The organization is the following (check one and fill in any applicable blanks):

☐ a non-profit corporation incorporated in the state of _____

☐ an unincorporated association

☐ other (please describe: _____)

7. Past Meetings. The following is a complete list of the locations where the organization has held meetings during the past two (2) years:

Name of Facility	Date	Address	Telephone No.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Attach additional sheets if necessary.

8. Date and Time of Booking. The organization desires to reserve a meeting room for the following time and date and estimates the number of people who will attend the meeting as follows. Subsequent meetings shall be made directly with library administration.

Date _____ Meeting Room _____ Start Time _____ End Time _____

Title of Program:_____Size of Meeting _____

8. Indemnification. The undersigned organization hereby agrees to hold the Board of Library Trustees, and the Town of Wakefield, 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 organization'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 Town of Wakefield, and/or any library staff on account of any alleged injury causally related to the meeting, together with defense costs including reasonable attorneys' fees.

9. Release. In consideration of the use of the meeting room, the undersigned organization, for itself and each and all of its members, hereby releases, remises and waives any and all claims which they, or any of them, ever will or may have against the Board of Library Trustees, the Town of Wakefield and/or 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 Town of Wakefield or the library staff.

10. Meeting Room Policy. The undersigned, on behalf of the organization, acknowledge(s) receipt of a copy of the Meeting Room Policy of the Board of Library Trustees of the Lucius Beebe Memorial Library and agree(s) to abide thereby.

Witness our hands and seals as of this date _____.

_____ (Name of organization)

By: _____ (Signature)

Name: _____ (Print Name)

Address: _____

Phone: _____