



# City of Virginia Beach

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## DEPARTMENT OF PUBLIC LIBRARIES

### Policy

<b>Title:</b> Meeting Room	<b>Policy Number:</b> VBPL-POL-0017
<b>Effective Date:</b> January 22, 2019	<b>Date of Revision:</b> June 5, 2018

### 1.0 Purpose and Need

**A.** Meeting rooms may be booked by citizens in order to support the quality of life of the community. The provision of meeting space fulfills the mission of the Virginia Beach Public Library in its roles as a community builder, and the library as a place, providing access to information. Meeting room use is designated for events that are educational, civic, and cultural in nature.

**B.** The Virginia Beach Public Library reaffirms Article 6 of the American Library Association's "Library Bill of Rights":

*Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.*

### 2.0 General Guidelines

**A.** The Library's meeting rooms are used primarily for Library programming, Library-sponsored events, and Library staff training. First priority in the use of meeting rooms will be given for these purposes.

**B.** All meeting rooms are available on a first come, first served basis.

**C.** The Library also reserves the right to place additional limitations on the use of meeting rooms at various Library locations due to varying demands at those locations.

**D.** Community groups, non-profit organizations, and for-profit businesses may book meeting space no more than twenty-four (24) times per year at all library locations. The TCC/City Joint Use Library community room is available to community groups and non-profit organizations only.

- E. Meeting rooms are not to be used for parties in general, including birthday parties, showers, weddings, funerals, or family reunions.
- F. The use of library meeting space for financial gain is prohibited. Meeting space may not be used for the sale of goods or services, or the collection of money for tickets, admission, or fundraising. Exceptions may be made for Virginia Beach Public Library sponsored programs or events. Nonprofit membership-based groups may collect organizational dues in meeting rooms.

**3.0 Rental Rates**

- A. As of July 1, 2016, there will be new rental rates. Payments made for meeting room reservations on or after July 1, 2016 will be charged the new rate. The following chart shows rates before and after the rate change is implemented:

Location	Rates Before July 1, 2016	Rates as of July 1, 2016
Bayside Special Services Library	\$10 per hour, or \$5 per half hour	\$20 per hour, or \$10 per half hour
Great Neck Area Library		
Kempsville Area Library		
Oceanfront Area Library		
Princess Anne Area Library		
Meyera E. Oberndorf Central Library	Libris & Folio Rooms - \$10 per hour each, or \$5 per half hour each	Libris & Folio Rooms - \$30 per hour each, or \$15 per half hour each
	Auditorium - \$25 per hour, or \$12.50 per half hour	Auditorium - \$40 per hour, or \$20 per half hour

- B. There is no cost for meeting rooms at the TCC/City Joint Use Library.
- C. Government Training and Official Business. Meeting rooms are available to other government agencies. There is no limit to the number of the category of use per government agency per year. There is no fee for government sponsored programs or trainings.
- D. Educational Programs. Educational institutions at all levels, both public and private, may schedule meeting space for the presentation of information programs or classes. There is no limit to the number of this category of use per institution per year. There is no fee for government funded educational institutions. Private or for-profit educational institutions will be charged the applicable fees.

**4.0 Payment**

- A. Payment is due within 10 business days of confirmation and prior to using the room. Non-payment will result in cancellations. 48 hours advanced notice is required for cancellation of reservation in order to receive a refund.

- B. Refunds will be made in the event the library is closed by the City due to inclement weather or emergency. Every effort will be made to contact the group as soon as the closing is determined.
- C. The library retains the right to cancel a reservation if a scheduling conflict occurs and will make every effort to accommodate the group.
- D. Returned checks will result in a \$35 fee and cancellation of booking. Remaining/future payments to the City of Virginia Beach must be paid by cash or money order for one year.

**5.0 Reservations/Availability**

- A. Access to meeting rooms will not be allowed before or after library operating hours. Any event held in a library meeting space must end thirty minutes prior to closing time.
- B. Reservation Request Forms may be obtained online or at the information/circulation desk during regular library hours. Confirmation of a reservation, including request for payment, will be sent by mail, email or fax.
- C. The following telephone numbers may be used to request meeting room information at the specified libraries.

Bayside & Special Services Library	(757) 385-2689	meeting room (51 seats)
Great Neck Area Library	(757) 385-2601	meeting room (36 seats)
Kempsville Area Library	(757) 385-2621	meeting room (50 seats)
Oceanfront Area Library	(757) 385-2640	meeting room (33 seats)
Princess Anne Area Library	(757) 385-2610	meeting room (33 seats)
Meyera E. Oberndorf Central Library	(757) 385-0110	Auditorium (248 fixed seats) Libris and Folio meeting rooms (2 at 75 seats each, or 1 at 150 seats)
TCC/City Joint Use Library	(757) 822-7816	meeting rooms (2 at 25 seats each, or 1 at 50 seats)

- D. Meeting room reservations may be made in person, online, by mail, e-mail, fax, or telephone. Reservation bookings are made in six month blocks (January-June and July-December) and usually open on the first working day in April and October for the coming six month period. Meeting rooms cannot be reserved in advance of the scheduled booking dates.

- E. Meeting rooms are available for a minimum of 30 minutes and a maximum of a full day, at increments of 30 minutes. 15 or 45 minute time blocks are not available.
- F. With the exception of the TCC/City Joint Use Library, and the Folio and Libris rooms and the Auditorium at the MEO Central Library, if a meeting room is not booked it can be used for open study. Doors must remain open and the lights must be on to indicate that the room is available to multiple users. If a group wishes to pay for the use of a meeting room during open study, the group takes precedence.

## **6.0 Food and Drink**

- A. Food and/or beverages may be served in area library meeting rooms.
- B. At the Central Library, food and drink is permitted in the Folio and Libris Meeting Rooms. No food or drink is permitted in the Auditorium. Food and/or beverages may be served in lobby areas only when an organization has booked the entire meeting facility (Auditorium and Folio and Libris Meeting Rooms).
- C. Beer and wine are permitted in the MEO Central Library meeting facility only when the library is closed for Library-sponsored events and only with the written approval of the Director of Libraries or his/her designee. A Virginia ABC Special Event License is always required.

## **7.0 Equipment**

- A. Presentation equipment must be requested prior to the program date. There is no additional cost for use of the equipment. Groups are responsible for equipment usage and for any damages. Staff is not available to assist with presentation equipment in the meeting rooms.
- B. Wireless Internet access is available in all Virginia Beach Public Libraries but connection is not guaranteed.
- C. Groups bringing a laptop to connect to the multimedia projector are responsible for connecting their equipment to the multimedia projector and for operation of the laptop. Customers are not permitted to connect their own equipment to the projector at the TCC/City Joint Use Library.
- D. The MEO Central Library Auditorium projection room is operated solely by library staff due to the complexity of the systems involved.

Approved by:



Eva Poole, Director of Libraries

## Meeting Rooms Terms and Conditions of Use

1. The person reserving the meeting space must be 18 years or older and must be an authorized agent of the organization or group.
2. The Library's Acceptable Behavior Policy must be observed by all attendees. Meeting noise/voice levels must not disturb other library customers
3. Groups may not collect money for merchandise, tickets, admission, tuition, or fundraising during reserved room time. Nonprofit membership-based groups may collect organizational dues in meeting rooms.
4. Use of library meeting space does not imply library endorsement of the group or information being presented. Any publicity, including brochures, flyers, radio and TV announcements, newspaper ads, etc., must carry the name and telephone number of the individual or organization sponsoring the meeting. The library may not be identified or implied as a sponsor. The library telephone number may not appear on the publicity. Groups may not use the library logo, use the library as a mailing address, and/or should not include the library in marketing materials except as the location of the event.
5. Groups must include set up and clean-up time when making reservations.
6. No flame of any kind (open or in containers) or fire hazards. Fire exits must remain clear at all times.
7. MEO Central Library Auditorium: Dancing or other activities that involve pounding or stomping on the stage floor, or wearing tap shoes or boots, are prohibited.
8. Groups that have reserved the meeting room may not display signage, tents, merchandise, or furnishings outside of the meeting room or outside the building, unless given written permission by the branch manager. Tape or adhesives are not to be used on the floor, seats, walls, or painted surfaces in or outside the meeting rooms.
9. Attendees are expected to return the room to its original furniture arrangement and condition of cleanliness. A \$25 cleaning fee will be assessed to groups if a library facility requires more than routine cleaning due to improper disposal of food or trash, un-emptied coffee pots or other improper use or lack of cleaning.
10. Repair or replacement cost due to damage to the facilities, furnishings and/or equipment will be billed to the organization. The City of Virginia Beach is the sole determiner of who performs repairs on city property. At the TCC/City Joint Use Library, Tidewater Community College is the sole determiner of who performs repairs on city property.
11. The library cannot guarantee privacy for any meeting. (The kitchen at the MEO Central Library is shared by meetings in both Folio and Libris Meeting Rooms). Staff reserves the right to enter the meeting room at any time.

12. Supervision of children. The library endorses the staff-to-children\_ratio requirements as defined by the Virginia Department of Social Services, Division of Licensing-Children's Programs.
13. No material can be stored in advance for groups using library meeting rooms. Group members are responsible for their own belongings.
14. Audiences may not exceed posted seating capacities as per the fire code.
15. The library is not responsible for taking registration for non-library endorsed events.
16. The library reserves the right to revoke meeting room privileges if terms of use and policies are not followed.

## Facility Rental Agreement

1. This Facility Rental Agreement (the “Agreement”) is made by and between the City of Virginia Beach (the “City”) and \_\_\_\_\_, whose address is \_\_\_\_\_ (the “Customer”), and governs the terms of use of the City’s Virginia Beach Public Library Meeting Location(s), referenced herein below, by the Customer for a scheduled meeting (“Meeting”).
2. **Indemnification:** Customer agrees to reimburse, indemnify, defend, and hold harmless the City, and its officers, directors, representatives and employees against any and all liabilities, claims, demands, suits, judgments, damages and losses, including, but not limited to, the costs, expenses, and legal fees in connection therewith or incident thereto, arising out of damage or injury to the property of the City, or to the person or property of third persons, including their officers, directors, agents and employees caused by the fault or negligence of the Customer, its officers, agents or employees.
3. **Modification:** There may be no modification of the Agreement, except in writing, executed by the authorized representatives of the City and Customer.
4. **Assignment of Agreement:** The Customer shall not, without the prior written consent of the City, assign, delegate, or otherwise transfer, in whole or in part, the contract or any of the Customer’s rights or obligations arising hereunder. The City may, in its sole discretion, consent or decline to consent to any such assignment, delegation, or transfer, or may give its conditional consent thereto. In the event the City conditionally consents to such an assignment, delegation, or transfer, such consent may, without limitation, be conditional upon Customer’s remaining fully and unconditionally liable to the City for any breach of the terms of this Agreement by Customer’s transferee and for any damage or injury sustained by a third party or parties as a result of the intentional act or omission, negligence, or breach of warranty by Customer’s transferee. No part of the space covered by this Facility Rental Agreement may be subdivided or subleased without the written consent, in advance, of the City, and will in every case be subject to all of the same conditions, restrictions, limitations, and obligations as those imposed on Customer by the Agreement.
5. **Compliance with All Laws:** Customer shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in its use of the premises covered by the Agreement.
6. **Governing Law and Venue:**
  - A. **Contract interpreted under laws of Virginia.** The Agreement shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, the Agreement shall be deemed to have been delivered and accepted by the parties in the City of Virginia Beach, Virginia.
  - B. **Venue.** Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate state court of competent jurisdiction in the City of Virginia Beach or in the United States District Court for the Eastern District of Virginia, Norfolk Division.
7. **Guest Count:** Final guest count shall not exceed the number specified in this Agreement without prior approval of the Library meeting room reservation coordinator (“Coordinator”).
8. Customer or its agent(s) must obtain final approval from the City for all activities planned for the Meeting. The Customer, its agents, employees, subcontractors and guests shall not enter or use

areas, property or facilities of the City that are not covered by the Agreement. The City is not responsible for ensuring all guests at the Meeting are the Customer's invitees.

- 9. Conduct:** Customer is responsible for the conduct of Customer's guests attending the Meeting. Customer acknowledges that Customer has read the City's Virginia Beach Public Library Meeting Rooms Terms and Conditions of Use ("Terms") and agrees to comply fully with the Terms.
- 10. Damages:** Customer shall be responsible for any damage or loss to the property or facilities of the City caused by Customer or any of Customer's guests, agents or employees which occur as the result of their use of the premises covered by this Agreement or as a result of their presence on the premises of the Library in connection therewith. Customer will indemnify and hold the City harmless against any claim, loss, or cause of action arising out of any loss or damage to personal property, including equipment or other items brought to the premises of the Library by Customer, Customer's agents or employees, or Customer's guests in connection with the Meeting contemplated by the Agreement. The City will not be liable for any damage, loss or theft of property entrusted to agents or employees of the City by Customer, or by Customer's agents, employees, or guests, during Customer's use of or presence on the premises of the Library in connection with the Meeting contemplated by the Agreement.
- 11. Authorized Representative:** The person executing this Agreement expressly represents that he or she has the authority to do so. If the Customer is a corporation, an unincorporated association, partnership or other legal entity, this Agreement shall be binding on such legal entity.
- 12.** This Facility Rental Agreement constitutes the entire agreement between Customer and the City, except as may be modified in accordance with Section 4 of this Agreement.
- 13.** The person reserving the meeting space must be 18 years or older and must be an authorized agent of the organization or group.
- 14.** The Library's Acceptable Behavior Policy must be observed by all attendees. Meeting noise/voice levels must not disturb other library customers.
- 15.** Groups may not collect money for merchandise, tickets, admission, tuition, or fundraising during reserved room time. Nonprofit membership-based groups may collect organizational dues in meeting rooms.
- 16.** Use of library meeting space does not imply library endorsement of the group or information being presented. Any publicity, including brochures, flyers, radio and TV announcements, newspaper ads, etc., must carry the name and telephone number of the individual or organization sponsoring the meeting. The library may not be identified or implied as a sponsor. The library telephone number may not appear on the publicity. Groups may not use the library logo, use the library as a mailing address, and/or should not include the library in marketing materials except as the location of the event.
- 17.** Groups must include set up and clean-up time when making reservations.
- 18.** No flame of any kind (open or in containers) or fire hazards. Fire exits must remain clear at all times.
- 19.** MEO Central Library Auditorium: Dancing or other activities that involve pounding or stomping on the stage floor, or wearing tap shoes or boots, are prohibited.
- 20.** Groups that have reserved the meeting room may not display signage, tents, merchandise, or furnishings outside of the meeting room or outside the building, unless given written permission by



the branch manager. Tape or adhesives are not to be used on the floor, seats, walls, or painted surfaces in or outside the meeting rooms.

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- 27. The library is not responsible for taking registration for non-library endorsed events.
- 28. The library reserves the right to revoke meeting room privileges if terms of use and policies are not followed.

**Customer Name:** \_\_\_\_\_

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

**Contact Name:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**Room Location:** \_\_\_\_\_ or other comparably sized Virginia Beach Public Library meeting room.

**Reservation Date(s):** \_\_\_\_\_

Please sign below and date, indicating you fully understand and agree to the terms and conditions of this Agreement.

\_\_\_\_\_  
Customer's Signature

\_\_\_\_\_  
Date

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

Title: \_\_\_\_\_

City of Virginia Beach  
Department of Public Libraries

Form Previously Approved as to legal sufficiency:  
Aimee K. Sullivan, Associate City Attorney