

THE SHERMAN LIBRARY

BARN USE POLICY

Purpose

The Sherman Library Association (“Library”) provides meeting space as part of the Library’s basic services and makes space available to the community for educational, cultural, intellectual, and civic activities. This policy provides requirements for use of the Barn at the Sherman Library (“Barn”).

General Information

The Barn’s maximum allowable capacity is 100 people standing, 60 seated in chairs, and 50 seated at tables. The Library provides use of 20 tables and/or 60 chairs.

The Barn has audiovisual equipment including a microphone, DVD player, surround sound, projector and screen, assistive listening hearing loop, and Wi-Fi. Use of the equipment requires completing an Audiovisual Equipment Waiver (appended) and a short training session may be required prior to use of the equipment. All equipment is provided on an *as is, where is* basis, and the Library makes no representation or warranty to Applicant as to the equipment’s good functioning. It is the Applicant’s responsibility to verify that the equipment is in satisfactory condition for its use prior to the event.

The Barn has its own entrance and access to one restroom. The kitchenette features a small refrigerator, sink, and microwave oven.

The Barn may be used for events sponsored by individuals or by non-profit groups. Before approval of any event at and license to use the Barn is granted, a Barn Rental Application (“Application”) (appended) must be completed and submitted to the Library Executive Director. Granting a license to use the Barn is subject to the approval of the Executive Director. (Also see below, “Rights Reserved”).

Usage of the Barn is ordinarily limited to the hours between 10 AM and 10 PM on days when the Library is closed to normal operations and/or patrons. Public programs sponsored by the Library and use by the staff and Board of Trustees (“Board”) will take precedence in scheduling the use of The Barn.

An employee or representative of the Library must be present at all times during a scheduled event, (including during preparation, cleanup, and rental equipment pick up, if any). If for any reason it is impossible or becomes impossible for the Library to arrange for such coverage, the event cannot be held. In such circumstances, the Security Deposit and any advance payments will be refunded.

(The Executive Director may make exceptions to these policies, at his/her/their sole discretion, including but not limited to approving additional hours at a cost, approving applicant’s charging an admission fee, and requiring applicants to have additional attendants.

Permission to use the Barn does not constitute an endorsement of an individual’s or group’s particular goals, beliefs, policies, or purposes by the Library, Board, or any staff or any affiliate of the organization.

Disallowed Uses

Use of the Barn by for-profit organizations is not permitted. Use of the Barn for religious observances, political activities, or commercial activities such as selling items or gathering names for future mailings,

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educational seminars by commercial companies, or for raising money for for-profit, political, or religious organizations is not permitted.

Applicants may not charge an admission fee or registration fee to participants unless the Board has authorized an admission fee in advance.

Applicants will not be permitted to use the Barn if that use poses (or is likely to pose) a potential disturbance to the normal operation of the Library (e.g., a safety hazard or a significant security risk). The Executive Director may also deny the use of the Barn to groups that violate Library policies or applicable laws.

Fees

Fees cover up to six hours of continuous facility usage, including set-up, clean-up, and breakdown of event. Extra hours may be considered and arranged IN ADVANCE for an additional fee, depending on the availability of the Barn and other factors.

Fees per event are as follows:

- For non-members of Library: \$400 plus a \$200 refundable Security Deposit
- For Library members: \$350 plus a \$200 refundable Security Deposit
- For Sherman non-profit groups: \$150-\$300, depending on the event type, duration and day of the week, plus a \$200 refundable Security Deposit.

An initial deposit of 50% of the fee is required to reserve the date for your event, payable within 10 days of acceptance of your Application. The \$200 refundable Security Deposit and the balance of the fee are due 14 days before the event. All checks are payable to The Sherman Library Association.

Cancellations made 30 days or more before the event date will result in a full refund of any initial deposit. If a cancellation is made 15 to 29 days prior to the event, the Library has the right to retain 50% of the initial deposit. If the event is cancelled less than 15 days before the scheduled the event date, the Library has the right to retain the entire initial deposit. (Also see below, "Rights Reserved").

The Security Deposit will be refunded, without interest, within 30 days after completion of your event or after cancellation of the event, provided the event was conducted in compliance with the terms and conditions of this Application and no damage to the Barn or Library equipment was incurred.

The Library will not be responsible for any damages or costs resulting from the cancellation of an event by the applicant or at the discretion of the Library due to inclement weather, act of God, or other emergencies or due to the Library's inability to arrange for an employee or representative of the Library to be present at all times during a scheduled event. The Library retains the right to cancel a reservation due to unforeseen circumstances or to accommodate its operations. If cancellation of a previously scheduled use of the Barn is necessary, the Library will promptly notify the Applicant and will make every effort, in consultation with those having reservations, to provide a mutually acceptable alternative facility or meeting place or time. If no such arrangement can be made, the Library will refund the initial deposit and any Security Deposit previously paid by Applicant.

The Library reserves the right to revoke permission to use any meeting room to any group or organization which violates or refuses to comply with the rules and regulations established for use of the facility. In

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such event, any deposit(s) paid by the Applicant shall be forfeited in full.

Reserving the Barn

An Application may be submitted up to six months prior to the date of the scheduled event. Applications can be made in person or by email to SL@biblio.org, or through the Library website when that feature becomes available.

Applicants must be at least eighteen years old. The Applicant or a representative designated by the Applicant must be in attendance for the entire event (including set up and take down) and is responsible for proper use of the Barn.

Reservations are not final until a completed Application has been submitted and approved by the Executive Director. The Executive Director or Board may accept, reject or revoke an Application at his or her sole discretion. Emailed or online requests will be reviewed during the first weekday that the Library is open following receipt of the Application.

The Library reserves the right to suspend or cancel Barn reservation privileges to any individual, group or organization that fails to comply with the regulations stated in these policies.

User's Responsibilities

Users are responsible for:

1. Complying with Library policies and applicable laws.
2. Supervision and maintenance of behaviors appropriate to the Library.
3. Supervising children at all times.
4. Materials, equipment, or personal property the applicant brings in.
5. Setting up and taking down any equipment or other supplies needed for the meeting, and cleaning the Barn before leaving, leaving the Barn in the original, broom clean, orderly condition in which it was found. All trash or garbage must be removed from the premises upon completion of the event. All recyclable materials must be separated according to CT state law.
6. Obtaining or setting up supplies or equipment needed for the meeting, or in publicizing the meeting. The Library will, when feasible, assist Applicant; however, the Library takes no responsibility for organizing or helping organize the content of the event.
7. Concluding evening events, including clean up and take down, no later than 10 PM.
8. Completing the Audiovisual Equipment Waiver, attending a brief equipment training session and verifying that the equipment is in satisfactory condition for its use prior to the event, when the Applicant intends to use the Library audiovisual equipment.
9. Completing the Catering Contract, when the Applicant is bringing in a caterer for the event.
10. Obtaining necessary insurance coverage as described in the Application
11. Paying any costs arising from loss or damage to Library property and for costs of any excess janitorial services required to restore the Barn to its original state.

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12. Ensuring the following prohibited items do not occur:

- Smoking in the Library facility including outdoor spaces.
- Glitter, water balloons, *pinatas*, paint balloons, and other difficult-to-clean-up materials are not permitted. Taping, mounting, or displaying items to walls, doors, or on any painted surface
- Open flames of any kind, including candles
- Amplified music

Rights Reserved

1. The Board of Trustees reserves the right, at its sole discretion, to waive any provision contained herein and to modify or revoke any permission for use previously granted by the Director or other Library representative.
2. The Board of Trustees reserves the right to amend or cancel any or all of these permissions at any time.

Approval

Approved by the Sherman Library Board of Trustees, October 18, 2018; March 6, 2023.

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Barn Rental Application

Terms and Conditions

Applicant must obtain and maintain adequate insurance issued by a reputable insurance company licensed to do business in Connecticut, including (i) General Liability Insurance for claims and damages arising from bodily injury (including death) and property damage arising out of the acts or omissions of Applicant and its employees, invitees, contractors and agents, with a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000 aggregate, (ii) workers' compensation for all its employees in statutory amounts as required by law, and (iii) Automotive Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000 aggregate. **If alcohol is served, Liquor Liability Insurance Coverage is mandatory.** (Your present homeowner's or tenant's insurance policy may already provide this coverage. Please consult your insurance agent. Wedsafe.com, eventhelper.com and progressive.com also offer general liability insurance for special events.) A certificate of insurance evidencing such coverage must be presented to the Executive Director at least 30 days prior to the event, which certificate must name The Sherman Library Association and the Board of Trustees as additional insureds and agree to notify the Library at least thirty (30) days in advance of any cancellation or modification of such insurance coverage.

The Applicant agrees to assume and be responsible for any and all expenses incurred for damages to the premises or property resulting from or arising out of the use of The Barn or other Library facility by the Applicant or any of its employees, invitees, contractors or agents. The Applicant's liability shall not in any way be limited by the insurance coverage provided hereunder.

The Applicant hereby waives and releases the Library, its officers, directors, trustees, affiliates, employees and representatives, individually and collectively, from, and agrees to defend, indemnify and hold Library Indemnitees harmless from and against, all actions, suits, claims, demands, and proceedings, and any judgments, damages, losses, debts, liabilities, penalties, fines, costs and expenses, including without limitation reasonable attorneys' fees, expert witness fees and court costs resulting therefrom, including but not limited to enforcement of the terms of this Application and Agreement, whether arising out of contract, tort, negligence, strict liability, misrepresentation, violation of applicable law and/or any other cause whatsoever, which arise, directly or indirectly, from or in connection with the activities and/or use of facility hereunder by the Applicant or any of Applicant's employees, invitees, contractors or agents. The foregoing indemnification and hold harmless obligations shall survive any termination of the event.

Neither the Library nor the Board shall be responsible for loss or theft of articles belonging to the Applicant or any member of Applicant's party, including without limitation any employees or invitees, or injury or accident to any said persons on the grounds or in the facility and Applicant waives and releases the Library and the Board for any and all such liability, which may result therefrom.

Additional attendants, including but not limited to parking attendants, cleaning personnel, and/or supervision by police or fire personnel or Sherman Town Constables, may be required as a condition of approval of this Application, the cost of which shall be the Applicant's sole responsibility.

All rental or other items brought by Applicant (or its invitees, contractors or agents) into The Barn must be removed from the Library by 10 AM the next day after the event.

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Application to Use the Barn

Applicant's Information

Organization/Applicant Name: _____

Applicant: _____

Home/Office Phone: _____ Cell Phone: _____

Email: _____

Mailing Address: _____

Name of Responsible Person who will be present at Event: _____

Home/Office Phone: _____ Cell Phone: _____

Email: _____

Mailing Address: _____

Event Information

Title of meeting or program: _____

Date Requested: _____ Meeting Time: _____ a.m./p.m.

Hours Barn is needed (maximum of six hours): Starting time: _____ Ending time: _____

Describe Event or Meeting : _____

Total Expected Attendance: _____

Food and Beverages

Do you intend to serve food? Y N

Do you intend to bring in a caterer for the event? Y N

Name of food provider/caterer: _____

(Note: Caterers must be from the Library's approved list.)

Conditions of alcoholic beverage use

Alcohol can be served but not sold on the premises. Do you intend to serve alcoholic beverages? Y N

The Applicant agrees to abide by all federal, state and local law prohibiting the dispensing or serving of alcohol to any person under the age of 21 years. Liquor Liability Insurance Coverage must be provided by the Applicant.

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ACKNOWLEDGEMENT AND CONSENT

In requesting the use of the Barn at the Sherman Library, I hereby acknowledge that I have read and understand the terms and conditions set forth above and agree to abide by such terms and conditions, that the information provided by me is complete, true and accurate, and that I accept full and complete responsibility for the conduct of the event and safety of my guests and any all damages that may result as a consequence of the event.

I agree that this Application and all terms and conditions herein will be governed by and interpreted under the laws of the State of Connecticut, and that all disputes relating to or arising under this Application or my use of the Library's facilities will be resolved only in the federal or state courts of Connecticut sitting in Fairfield County. I consent to the exclusive jurisdiction and venue of such courts and agree that I will not contest such jurisdiction or venue on the basis that it is not convenient to me or otherwise.

Signature of Applicant: _____ Date: _____

Executive Director Approval: _____ Date: _____

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For Library Use Only:

Initial Deposit Received: _____

Security Deposit Received: _____

Balance Due/ Date Due: _____

Balance Received/Date: _____

Proof of Insurance Provided:

- General Liability
- Auto
- Worker's Compensation
- Liquor Liability Insurance Coverage (if applicable)

Other Documentation:

- Catering Contract
- Audiovisual Equipment Waiver

Approved by the Sherman Library Board of Trustees October 18, 2018; March 6, 2023.

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Catering Contract

Event: _____ Date of Event: _____

Name of Applicant/Client: _____ Phone: _____

Name of Caterer: _____ Phone: _____

Terms & Conditions

The above-referenced applicant (“**Client**”) entered into a contract with the Sherman Library Association (“**Library**”) to use the Barn at the Library for a private event. Catering firm(s) chosen by the Applicant to provide services for Applicant’s event are subject to review and approval by the Executive Director and Board of Trustees prior to signing this contract. All catering firms providing services on Library premises must be duly licensed by the state of Connecticut. The above-referenced caterer (“**Caterer**”) represents and warrants to the Library that it possesses all required licenses from the state of Connecticut and local authorities to conduct its catering business.

Caterer must obtain and maintain adequate insurance issued by a reputable insurance company licensed to do business in Connecticut, including (i) General Liability Insurance for claims and damages arising from bodily injury (including death) and property damage arising out of the acts or omissions of Applicant and its employees, invitees, contractors and agents, with a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000 aggregate, (ii) workers’ compensation for all its employees in statutory amounts as required by law, and (iii) Automotive Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000 aggregate. **If alcohol is served, Liquor Liability Insurance Coverage is mandatory.** A certificate of insurance evidencing such coverage must be presented to the Executive Director at least 30 days prior to the event, which certificate must name The Sherman Library Association and the Board of Trustees as additional insureds and agree to notify the Library at least thirty (30) days in advance of any cancellation or modification of such insurance coverage.

The Caterer hereby waives and releases the Library, its officers, directors, trustees, affiliates, employees, agents and representatives (each and collectively “**Library Indemnitees**”) from, and agrees to defend, indemnify and hold Library Indemnitees harmless from and against, all actions, suits, claims, demands, and proceedings (“**Claims**”), and any judgments, damages, losses, debts, liabilities, penalties, fines, costs and expenses, including without limitation reasonable attorneys’ fees, expert witness fees and court costs (each a “**Loss**” and collectively “**Losses**”) resulting therefrom, including but not limited to enforcement of the terms of this Catering Agreement, whether arising out of contract, tort, negligence, strict liability, misrepresentation, violation of applicable law and/or any other cause whatsoever, which arise, directly or indirectly, from or in connection with the activities and/or use of facility hereunder by the Caterer or any of Caterer’s employees, invitees, contractors or agents. The foregoing indemnification and hold harmless obligations shall survive any termination of the event.

Supervision

Caterer must have a designated on-site person during the entire event. This person is responsible for ensuring that all items on the checklist are accomplished in a satisfactory manner. If additional cleanup is required after the event, and the Caterer does not comply, a cleaning fee will be assessed, which Caterer shall promptly pay upon presentment of invoice therefor. The Applicant agrees that during the event, the Library Executive Director has the conclusive authority to determine the Applicant’s compliance with the

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license and to interpret and apply it in all respects.

Regulations & Restrictions:

1. The Caterer has read and understands all of The Barn at Sherman Library caterer responsibilities and agrees to abide by the obligations, regulations and restrictions stated herein.
2. The Caterer understands that it/he/she may forfeit the right to provide services at The Barn at Sherman Library if said rules and regulations or the terms of this Agreement are violated.

Permitted	Use of patio for catering station
	Use of outlets for coffee pots and similar equipment
Not Permitted	Cook any food on site
	Wash dishes on site
	Use of Library spaces other than The Barn or Patio
Required	Leave premises in the same clean condition as found
	Remove and properly dispose of all trash and garbage
	Cleanup spills on Barn floor and on patio, remove all equipment and supplies
	Sign the appropriate agreement to abide by these regulations
	If a bar is set up indoors, a plastic cover must be placed under the bar area to protect the floor
	All appliances will be inspected upon arrival

NOTE: The Client and Caterer may NOT:

- Play loud music
- Put tape, tacks or nails on wall, windows, beams, or floors
- Smoke anywhere - indoors or out - on Sherman Library premises

Caterer and Client have read and agree to abide by all the terms and conditions of this Agreement.

Caterer and Client agree that this Agreement and all terms and conditions herein will be governed by and interpreted under the laws of the State of Connecticut, and that all disputes relating to or arising under this Agreement or any use of the Library's facilities will be resolved only in the federal or state courts of Connecticut sitting in Fairfield County. Each of Caterer and Client consent to the exclusive jurisdiction and venue of such courts and agree that they will not contest such jurisdiction or venue on the basis that it is not convenient or otherwise.

Please sign and return this agreement, keeping a copy for your reference, to: Executive Director, P.O. Box 40, Sherman CT 06784

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Executive Director: _____

Date: _____

Caterer: _____

Date: _____

Client: _____

Date: _____

Approved by the Sherman Library Board of Trustees October 18, 2018; March 6, 2023.

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Audiovisual Equipment Waiver

I, the undersigned, have been authorized by The Sherman Library to conduct an event at the Barn at the Sherman Library on the date set forth below. In connection with my event, I will have access and use of the Library's audiovisual and related equipment, which includes two (2) microphones, one (1) DVD player, one (1) surround sound, one (1) projector and screen, and one (1) assistive hearing loop system.

I understand that the equipment is made available to me on a "AS IS WHERE IS" basis, and the Sherman Library makes no representation or warranty to me that the equipment will be sufficient or suitable for my needs and purpose.

I understand that I am responsible for any and all damages to such equipment during the course of my event or in connection with the use of the equipment by me or my employees, contractors, agents or invitees.

I understand that, if any equipment is lost or stolen, or is broken and needs to be repaired or replaced after my event, I will be responsible for the cost of such repair or replacement and I agree to promptly pay for such repair or replacement upon presentation of an invoice therefor. Any replacement will be made at full replacement value.

I have been shown how to properly operate the equipment that will be used during my event and I understand how to operate such equipment. I acknowledge that the equipment is in good working condition on the date of this waiver.

I will not allow untrained employees, guests or contractors to use the equipment.

I agree that this Waiver/Agreement will be governed by and interpreted under the laws of the State of Connecticut, and that all disputes relating to or arising under this Waiver/Agreement or my use of the equipment will be resolved only in the federal or state courts of Connecticut sitting in Fairfield County. I consent to the exclusive jurisdiction and venue of such courts and agree that I will not contest such jurisdiction or venue on the basis that it is not convenient to me or otherwise.

Applicant Name: _____

Applicant Signature: _____

Date: _____

Date of Event: _____

Approved by the Sherman Library Board of Trustees October 18, 2018; March 6, 2023.