

**Merrimack Public Library**  
**Meeting Room Use - Temporary Agreement Policy**

**General**

The Merrimack Public Library has two meeting rooms – the Klumpp Room on the lower level and the Lowell Room on the main level - available for public use. These rooms are provided to further the mission of the Merrimack Public Library as adopted by the Library Board of Trustees; priority use will be granted to Merrimack Public Library sponsored events. All activity in the meeting rooms shall comply with established Library policies. All agreements to use the rooms are temporary, revocable and conditional. The Merrimack Public Library reserves the authority to revoke agreements in its sole discretion at any time for any lawful reason prior to expiration without penalty or liability, and to impose conditions upon the agreement in the public interest.

**Who can use our rooms?**

Meeting rooms may be used by:

- Town of Merrimack Departments
- Public agencies serving the Town of Merrimack including Hillsborough County, and the schools
- The Greater Merrimack Souhegan Valley Chamber of Commerce
- Merrimack-based charitable and social welfare organizations
- Merrimack homeowner's associations
- Merrimack sports leagues
- Organized non-profit groups with current 501(c)(3) or 501 (c)(4) IRS status, whose membership is open to the public and whose primary purpose is to serve the Merrimack community
- Residents (individuals must reside or own property within the Town of Merrimack)
- Common interest groups (Groups must have membership made up of at least 51% Merrimack residents)
- Area businesses (Business facility must be located within the Town of Merrimack. If there is no business facility, person responsible for event must reside or own property within the Town of Merrimack)

Personal or family parties such as birthday parties, play dates, baby showers, etc. cannot be hosted at the Library.

**Reservation of rooms**

The meeting rooms are available for use during the Library's normal operating hours. Reservation times include setup and breakdown time. Meeting rooms are not available on Sundays, holidays or for times starting before the Library opens or after the Library closes. The Library reserves the right to limit attendance in conjunction with an approved use as may be necessary to comply with occupancy limits for the room(s) which are as follows:

Klumpp Room: 80 seated adults  
Lowell Room: 20 seated adults

All requests for use shall be processed in order of receipt. To serve the needs of the many individuals, organizations and groups in Merrimack, limits are placed on the use of the meeting rooms. No user may reserve a room more than 1 month in advance or in perpetuity unless the

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event is library sponsored and approved by the Library Director. The Library reserves the right to:

- Reclaim the use of the meeting room for library programming with advance notice to the user whenever possible; and
- Relocate a User to the room most suited for its size and function.

The Library recognizes and respects the rights of free speech and assembly, and will implement this policy in a consistent and viewpoint neutral manner. Permission to use the Library space does not constitute an endorsement by the Library of the user's philosophy, viewpoint or objectives.

To the extent permitted by law, the Library may deny an application for use if:

1. The requested date and time is unavailable;
2. The application (including any required attachments and/or submissions) is incomplete;
3. The applicant or the person/group/organization on whose behalf the application for use is made contains a material falsehood or misrepresentation;
4. The applicant or the person/group/organization on whose behalf the application for use is made has damaged Library property on prior occasions and not paid for the damage;
5. The applicant or the person/group/organization on whose behalf the application for use is made is legally incompetent to contract or to sue and be sued;
6. The applicant or the person/group/organization on whose behalf the application for use is made has violated the terms of a prior temporary license for use of the Library;
7. The proposed use would present an unreasonable danger to the health and/or safety of Library patrons, visitors, employees, agents, volunteers, and/or other members of the public;
8. The proposed use is prohibited by law.

Rooms may be booked by verbal agreement over the phone or in person. If a room is approved for use, a written agreement must be signed by a representative of the group no later than the date reserved. Meetings may not proceed until the written agreement has been received.

Any applicant denied a license to use a room or denied a waiver of any condition of use may appeal the decision to The Board of Trustees within 10 days, stating in writing the reasons why the denial of the use was erroneous. A decision will be rendered within 30 days following receipt of the written appeal.

The Library reserves the right to impose reasonable and actual administrative costs on the user, including, but not limited to, necessary security, clean-up and traffic management costs so that same are not borne by the Library and taxpayers.

Failure to abide by the rules of the Library or other misuse of a meeting room as well as any misrepresentations in any materials submitted in connection with the application for use of a meeting room may result in cancellation or termination of the agreement and may further limit the User/applicant's ability to obtain use of the Library meeting rooms in the future.

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**Prohibited activities**

The user shall not use the premises in violation of federal, state, or local law, or any policy, procedure, or lawful requirement of the Merrimack Public Library.

The user shall not imply in its advertising or during the meeting/use of the premises that the Library has sponsored or supports its meeting/use or group/organization.

Neither the name nor the address of the Library may be used as the official address or headquarters of a user.

No fees, admission or other charges, sales of any kind, or solicitation of funds will be allowed, unless the use is by or sponsored by the Library.

Alcohol and smoking (as well as other tobacco products) are not permitted on the premises.

No amendment, alteration or addition shall be made to the Library's system components (electrical, IT, lighting, network wiring, heating, doors, physical structure or layout) by any user.

Fire hazardous materials such as candles, matches, or incense are not permitted on the premises.

At no time may fire lanes and emergency exits or handicapped parking spaces and entrances be blocked by vehicles or other objects.

Illegal parking may result in vehicles receiving tickets, warnings or towing at the vehicle owner's own expense.

Parents or guardians attending an event/approved use of the premises may not leave children under the age of 11 unattended in the main library or Children's Room. Any older children left there who are in any way disruptive or uncooperative will be asked to rejoin their parent or guardian.

**Responsibilities**

The user is responsible at all times for the observance of fire and safety requirements including but not limited to maintaining all aisles, doorways, and exits free and clear of all obstructions to permit unimpeded emergency access. If applicable, the user must secure any required permits from local or state governing agencies/bodies.

The user is required to have an on-site supervisor who is at least 18 years of age be present at all times during the event/use of the room(s). Youth meetings require at least a 1:10 adult to child ratio.

If commercial activity (e.g. caterers/vendors/businesses selling/distributing food, beverages, merchandise, and/or services) will occur at/during the event, the caterer/vendor/business must be licensed (if applicable) and is required to submit proof of licensure and insurance, to include general liability, automobile liability, property and workers' compensation, which names the Merrimack Public Library and the Town of Merrimack as additional insureds.

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Flyers, brochures or other printed information should remain in the meeting room and be removed from the meeting room at end of event/use.

The user is responsible for the behavior of and damage caused by all persons attending the event/use of the room(s).

The user is responsible for keeping noise levels consistent with the proper atmosphere of the Library at all times.

The user is responsible for set-up and break-down for its event/use in the meeting room and is required to leave the space in a neat and orderly condition.

The user must remove all trash from the Library immediately following the event/use and properly dispose of same.

The user must provide written notice of any accident resulting in bodily injury or property damage occurring on Library property or in any way connected with the use of Library property within 24 hours of the accident. The notice should be submitted to the Library Director and must include details of the time, place, circumstances of the accident, and names, addresses and phone numbers of any persons involved and/or witnessing the accident.

The Library and Town assume no responsibility for the safety of any private property brought onto the premises, nor for any illness, injury to/death of any persons attending the event/approved use. Any damage to Library property resulting from an event/approved use shall be the responsibility of the user.