

# REQUEST TO USE LIBRARY FACILITIES

Name of Organization \_\_\_\_\_  
Address of Organization \_\_\_\_\_  
Name of Authorized Representative \_\_\_\_\_  
Phone Number \_\_\_\_\_ Fax \_\_\_\_\_  
Date of Use \_\_\_\_\_ Time \_\_\_\_\_ Library \_\_\_\_\_  
Describe type of program or use \_\_\_\_\_  
Approximate number of people expected \_\_\_\_\_

*(Consult library's list of available facilities and equipment and state requirements below.)*

Facility Rental Charge:	\$ _____
Security Charge:	\$ _____
Custodial Charge:	\$ _____
Equipment Charge:	\$ _____
Other Charges:	\$ _____
<b>TOTAL CHARGES</b>	<b>\$ _____</b>

Copy of liability insurance Yes \_\_\_\_\_ No \_\_\_\_\_

I hereby certify that the above information is accurate, that I am a duly authorized representative of the above organization, that I am authorized to bind the organization, and that I have read, understood, and agree, to be bound by the conditions for use which appear on the back of this form. I understand and agree on behalf of the above organization to release the State of Hawaii from any and all liability, responsibility or claim arising out of injuries or damages incurred during the use of the buildings, facilities and grounds. The organization also agrees to defend, indemnify, and hold harmless the State of Hawaii, its employees, agents, and assigns, against all liability, loss, damage, cost and expense, including all attorney's fees, and all claims, suits and demands therefore, arising out of or resulting from the acts or omissions of the organization or the organization's employees, officers, agents, or assigns under this Request to Use Library Facilities agreement.

I understand that all state and county laws, ordinances and rules must be complied with, and that in the event any damage to the building, its appurtenances or grounds or any damage or loss of equipment occurs which is related to this use of the Library Facilities, the organization and the authorized representative of the organization named above will be jointly responsible for charges for such damage/loss. I further understand that if library personnel are required to return to the facility to secure it because of our failure to do so, or to reopen it at our request, the organization and the authorized representative of the organization named above shall be assessed the labor and material cost incurred by the library personnel. I understand that the organization and the authorized representative of the organization named above will within 30 days after being duly and properly notified, forward to the Hawaii State Public Library System at \_\_\_\_\_ such amounts as may be required. I understand that I shall secure all necessary performance licenses prior to use of the facilities and shall indemnify the library and/or system for any failure on my part to do so. I understand that the Hawaii State Public Library System is merely allowing the use of the facility and is not endorsing or affiliated with this use. I understand that we, (the authorized individual, representative, organization, or company using the library facilities) shall not deny to anyone admittance or access to library facilities on the basis of race, religion, color, national origin, sex, including gender identity or expression, sexual orientation, age, disability, ancestry, or marital status. I accept these conditions and will not deny use of the library facility on these bases.

I understand that if the above organization qualifies as an authorized entity under Haw. Rev. Stat. § 312-3.8(a)(1)-(3), that it will adhere to the requirements of Haw. Rev. Stat. § 312-3.8.

\_\_\_\_\_  
Date Signature of Authorized Representative

Received By \_\_\_\_\_  
Library Manager

**NOTICE: Failure to pick up facility key during library hours will cancel this agreement.**

Forward Request to the State Librarian's office if facility is to be used for fundraising activities to support the library:

Approved by _____ State Librarian	_____ Date
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# CONDITIONS FOR USE OF LIBRARY FACILITIES

Library facilities such as meeting rooms and courtyards may be available for public use at selected public libraries. Use of such facilities shall not disrupt the normal operations of the library. Priority use shall be given to library sponsored and co-sponsored events.

The charges for library facility use are as follows:

- No charge for library sponsored or co-sponsored events;
- \$20 per event/day/area for government agencies;
- \$25 per event/day/area for any non-profit organization using the facility as part of a non-commercial or public service activity for which no admission charge, registration fee, donation, collection, or other fee is being made, collected, received, or requested for attendance or participation in the activity;
- \$100 per event/day/area for any organization using the facility as part of a non-commercial or public service activity for which an admission charge, registration fee, donation, collection, or other fee is being made, collected, received, or requested for attendance or participation in the activity;
- \$100 per event/day/area for any for-profit organization using the facility as part of a commercial activity.
- Audiovisual equipment may be available for a charge of \$10 per item for each event/day.

Reservations for each facility-including equipment, security, and custodial services-shall be made by the authorized representative no more than twelve calendar months in advance. The key shall be picked up by the authorized representative during normal library operating hours. Duplication of any key is strictly forbidden. Payment shall be made when the key is picked up, and may be made by cash, check or money order.

Refreshments may be served at meetings and kitchen facilities may be used where available. Smoking, consumption and use of illegal substances are prohibited. Compliance with all state and county laws, ordinances, and rules is required.

The organization shall release the State of Hawaii from any and all liability, responsibility or claim arising out of injuries or damages incurred during the use of the buildings, facilities and grounds. The organization shall also defend, indemnify, and hold harmless the State of Hawaii, its employees, agents, and assigns, against all liability, loss, damage, cost and expense, including all attorney's fees, and all claims, suits and demands therefore, arising out of or resulting from the acts or omissions of the organization or the organization's employees, officers, agents or assigns under a Request to Use Library Facilities agreement.

The organization and the authorized representative shall be jointly responsible for the cost of repairs for damages incurred to buildings, grounds, and equipment whether accidental or otherwise at the time of use, and for the following after the event is concluded:

- Equipment, lights and air conditioner(s) to be turned off;
- Doors and windows to be locked;
- Facilities to be left as found when entering;
- Kitchen to be clean;
- Trash to be removed from the premises;
- Key to be returned by placing in the library's book drop.

If the library facility needs to be cleaned and trash removed after use, the authorized representative will be assessed custodial charges. If the facility is not properly secured and library personnel are required to return and secure the facility, or if library personnel are requested to return and re-open the facility after it has been secured, the authorized representative shall be assessed the cost of such return. Custodial and security charges and return costs shall be determined by the Hawaii State Public Library System.

Library facilities can be used by the Friends of the Library of Hawaii, Affiliates of the Friends of the Library of Hawaii or any tax-exempt nonprofit organization recognized by the Internal Revenue Service (IRS) under section 501(c)(3) of the Internal Revenue Code whose primary purpose is to support a state library branch to raise funds to support this library. The State Librarian has the right to terminate use of these facilities for any failure to follow Haw. Rev. Stat. § 312-3.8.