



TRL Facility Use Agreement

Review Date: 5/31/2024

Purpose:

To create a process for use of Timberland Regional Library (TRL) facilities that supplements existing policies (as published at <https://www.trl.org/policies>) and procedures for limited use during regular library operations. This agreement is for groups/organizations and not intended for individual use.

Before Applying Please Note:

1. Insurance will be required for groups/organizations using the Facilities and includes:
 - a. Certificate of Insurance
 - b. Additional Insured Endorsement Naming Timberland Regional Library
2. Application with evidence of Insurance must be submitted at least 14 days prior to use for the application to be considered. Applications without evidence of insurance will not be accepted.
3. No right to use Facilities until signed approval of this application is received by Applicant.
4. No fees can be charged to participants.

Facility Use Application

Date of Application:

Group/Organization Name (“Applicant”):

Address:

Telephone:

Email:

Responsible Person:

Telephone:

Email:

TRL Branch(s) and Meeting Rooms Requested:

Number of Persons Expected:

Adult:

Youth:

Total Attendance:

Date(s) Requested:

Day(s) of the Week Requested:

Time (including setup/cleanup time):

From: am pm

To: am pm

Description of the nature/purpose of the intended use of the Facilities (the “Event”):



Agreement & Insurance:

The above referenced Applicant hereby submits this application to Timberland Regional Library for the use of the library facilities as described above (the “Facilities”). The undersigned representative makes this application on behalf of the Applicant and certifies that the information given in this application is true and correct and that such representative has the requisite authority to bind the Applicant to this Agreement. The Applicant agrees to strictly observe and enforce all rules, regulations, policies, and procedures of the Timberland Regional Library, as well as the Terms and Conditions of Facility Use attached hereto. This Application and these Term and Conditions of Facility Use comprise the Facility Use Agreement (the “Agreement”). The Applicant further agrees that the Applicant and responsible officers or representatives of the Applicant must, as a condition to this request, submit a signed the indemnity agreement with the Facility Use Application.

The Applicant is required to be covered by comprehensive general liability insurance as described in Section 3 of the Agreement. The Applicant is responsible for obtaining said insurance and, at the time of this applicant is presented, must also present satisfactory proof that such a policy is or will be issued to cover the proposed use if this request is approved.

Application will not be approved until satisfactory evidence naming Timberland Regional Library as an additional insured is presented in a face amount of not less than \$1,000,000 minimum for state-certified, non-profit organizations and \$5,000,000 minimum for all other groups that are operated for a profit.

For Internal Use Only

Insurance certificate verified

Approved

Disapproved

Reason:

Deputy Director Signature:

Date:

District Manager Signature:

Date:

Library Manager Signature:

Date:



Timberland Regional Library
Terms and Conditions of Facility Use

1. **Timing:** An application for use of Timberland Regional Library buildings or grounds must be made at least 14 calendar days prior to the beginning date of the intended use. All applications must include the name, home address, home and work phone numbers, and e-mail of the person(s) who will be responsible for sponsorship, supervision and security of the Facilities.
 2. **Approval:** Applicant must receive an approved copy of the application and execute the Facility Use Agreement prior to usage.
 3. **Insurance:** Applicant acknowledges that Timberland Regional Library does not maintain insurance that will respond to claims against the Applicant arising out of the use of the Facilities by the Applicant, its members, or those attending the event. Applicant warrants that it will maintain sufficient insurance coverage to enable it to meet its obligations created by this Agreement and by law. Without limiting the foregoing, Applicant will maintain, at its sole cost and expense, commercial general liability insurance coverage including bodily injury, property damage, and contractual liability coverage to cover its obligations under this Agreement in an amount not less than (x) One Million Dollars (\$1,000,000) per occurrence/aggregate for state-certified, non-profit organizations and (y) Five Million Dollars (\$5,000,000.00) per occurrence/aggregate for all other groups that are operated for a profit. Applicant must submit a Certificate of Insurance naming Timberland Regional Library as additional insured with the application. Applicant's insurance will be deemed primary with respect to all obligations assumed by Applicant under this Agreement.
 4. **Use:** It is the Applicant's responsibility to state on the application, in detail, the intended use of the facility. The Applicant's intended use must be in compliance with TRL's Meeting Room Use and other policies.
 5. **Damage:** Applicant must exercise the proper care in the use of the facility premises. Application for a facility shall constitute acceptance by the Applicant of the responsibility for any damage done as a result of its use of library facilities. In the event damages occur, Applicant shall accept the Timberland Regional Library's estimate as to the cost to repair the damage.
 6. **Supervision:** Applicant must provide satisfactory supervision of all Applicant's activities at the Facilities for the duration of the activity.
 7. **TRL Policies:** All participants are expected to follow Timberland Regional Library's policies (available at <https://www.trl.org/policies>), including the Disruptive Patron Behavior Policy as well as any applicable procedures and staff directions. Applicant will provide supervision for all of its members, volunteers, and guests who will be using the Facilities and ensure no disruptive behavior occurs.
 8. **Clean-up:** Before leaving the Facilities or TRL grounds all groups will pick up, clean, and put in order the facility used by them for their activity or event. Timberland Regional Library reserves the right to assess charges against the Applicant for cost incurred in restoring facility to its original state if the Applicant fails to do so.
 9. **Cancellation:** Applicant will notify both the Library Manager, via email or phone, for each of the Facilities of any cancellation of previously scheduled facilities in ample time to plan according. In case of failure to do so, Timberland Regional Library may bill for expenses incurred in preparation for use of the facilities requested.
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10. **Inappropriate Use:** Applications will not be approved for any use which, in the discretion of the Deputy Director of TRL, may be contrary to the best interests of the Timberland Regional Library, or for other reasons, such as not having satisfactory sponsorship, adequate supervision or posing a health and safety risk.
 11. **TRL Staff Representative:** A member of Timberland Regional Library's staff must be onsite whenever community activities take place within a building.
 12. **Cancellation-Modification:** Timberland Regional Library reserves the right to cancel any event where it deems such action advisable and for the best interests of the Library or to modify its policies and procures at any time.
 13. **Applicant Certification:** By signature of its representative below, Applicant certifies to the following:
 - a. it will maintain sufficient insurance coverage to enable it to meet its obligations created by this Agreement and by law. Without limiting the foregoing, to the extent this Agreement creates exposure generally covered by the following insurance policies, Applicant will maintain at its sole cost and expense at least general liability insurance with limits of (x) \$1,000,000 for state-certified, non-profit organizations and (y) \$5,000,000 minimum for all other groups that are operated for a profit;
 - b. it has read the application and this Agreement, understands the responsibilities contained herein and agrees to comply with and abide by the commitments set forth herein;
 - c. it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder;
 - d. the execution of this Agreement has been duly authorized by all necessary corporate action of Applicant; and
 - e. it will comply with all local, state and federal laws and regulations in the use of the Facilities.
 14. **Assumption of Risk:** Applicant acknowledges and agrees that any use of the Facilities and any participation in TRL programs and activities ("Programs") comes with inherent risks including, but in no way limited to: (1) moderate and severe personal injury, (2) property damage, (3) disability, (4) death, and (5) sickness or disease including, without limitation, COVID-19 and other communicable diseases. Applicant, on behalf of the Applicant Parties, voluntarily accepts and assumes full responsibility for these risks as well as any and all other risks of the use of Facilities and participation in Programs. Applicant agrees that it has full knowledge of the nature and extent of all such risks and is not relying on all such risks being described in this Agreement.
 15. **Indemnification, Release:** In consideration of being able to enter the Facilities for any purpose consistent with this Agreement, including but not limited to evaluation or use of the Facilities, the undersigned representative(s), for Applicant and all of its employees, members, agents, representatives, guests, and assignees (the "Applicant Parties"):
 - a. do hereby agree to indemnify and hold harmless Timberland Regional Library, its board of trustees, and its agents, representatives, personnel and contractors (the "TRL Parties") from any and all claims which may hereafter arise out of any and all activities involved with or in connection with the use and/or occupancy of Timberland Regional Library Facilities as per this application, whether or not SUCH ACTIVITIES ARE DIRECTLY OR ONLY INCIDENTALLY RELATED TO THE SPECIFIED USE(S) OF THE PROPERTY, AND WHETHER OR NOT THEY ARE CAUSED IN WHOLE OR IN PART by Timberland Regional Library's sole or concurrent
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negligence. This indemnity includes the duty to defend the TRL Parties against any and all such claims, or pay the cost of all reasonable attorney fees incurred by the TRL Parties if Timberland Regional Library deems it necessary that Timberland Regional Library provides its own defense.

b. Do hereby agree to release, waive, discharge and covenant not to sue the TRL Parties from all liability to the Applicant Parties relating to or arising from any causes of action, claims, suits, liabilities or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which Applicant may have, now or in the future, against the TRL Parties on account of personal injury, property damage, disability, death, sickness, diseases or accident of any kind, arising out of or in any way related to the use of Facilities or participation in Programs, whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of the TRL Parties.

- 16. Governing Law; Attorneys' Fees.** This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington, without reference to its choice of law principles. In any action, suit or proceeding to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, court costs and other expenses from the other party.
- 17. Miscellaneous.** Any of the parties' rights or obligations under the Agreement which, by their nature, should survive or may reasonably be interpreted as surviving the termination or expiration of the Agreement will survive and continue in full force and effect. The Agreement constitute the complete and final agreement of the parties pertaining to the use of the TRL Facilities and may not be modified except by a written agreement signed by both parties.
- 18. Additional Terms.** Applicant is responsible for establishing proper policies and procedures to ensure its intended use of the Facilities is conducted in compliance with all applicable laws (including CDC or equivalent guidelines) to minimize the spread of COVID-19 and other communicable diseases. Applicant agrees to comply with any TRL requested procedures related to the Facilities and agrees to provide immediate notification to TRL if any of the Applicant Parties using the Facilities is exposed to or tests positive for COVID-19. Upon TRL request, Applicant will share information relating to such policies and procedures. Notwithstanding the foregoing, Applicant is solely responsible for establishment and administration of such policies.

Applicant Name:

Representative Name and Title:

Representative Signature:

Date:

