



# Houston Public Library

## RENTAL POLICIES AND PROCEDURES

The Houston Public Library has rental spaces available in select library facilities for special events and activities. Special events include, but are not limited to the following: media events, corporate events, press conferences, film shoots, large-scale receptions, parties, dinners, and weddings.

### I. General Rules and Procedures

- A. The Special Events Coordinator will work with the client or client's designated agent to arrange the event and will be present or reachable during the event. All questions regarding these policies should be addressed to the Special Events Coordinator.
- B. The Client is required to provide all necessary personnel needed for the event.
- C. All events held in Houston Public Library facilities must be conducted in an orderly manner and in full compliance with all applicable City of Houston laws and regulations and Library rules. These rules and regulations are strictly enforced in order to maintain a safe, peaceful and respectful environment for all to enjoy.
- D. Life Safety Code will be enforced.
- E. Reservations will be honored on a first-come, first-serve basis. A reservation is not calendared until all required paperwork is completed and approved by the Library, and all deposits are paid in full. Reservations may be confirmed no more than two years in advance.
- F. Most events will occur after regular library hours; however, depending on the nature of the event, some can occur during library hours. For those events occurring during regular library hours, the Library will make every effort to ensure the privacy of the event, while the Client is expected to control the event and avoid disturbing the peaceful use of the library facility.
- G. Permission to use a library space for a special event does not imply Library endorsement.

### II. Prohibited Activities

- A. Sale, marketing of goods, gaming: The sale and/or marketing of goods or services are not permitted. Gambling, gaming, bingo, casinos or wagering of any kind as an element of an event is not allowed.
- B. Smoking: The Library strictly adheres to the City of Houston Smoking Ordinance and is a smoke-free facility. Smoking is prohibited in all Library areas, corridors, prep-kitchen, bathrooms and within 25 feet of the entrance. The Client is responsible for informing guests of the Library's No Smoking policy. Failure of the Client, their guests, or caterer to enforce the Library's No Smoking Policy will result in forfeiture of the Client's and/or caterer's security deposit.
- C. Alcoholic beverages: Cash bars, the sale of drink tickets, and self-service bars are prohibited.
- D. Candles: Use of certain types of candles is permitted with the appropriate City of Houston permits. Clients are responsible for any additional costs due to Fire Marshall Requirements. No open flames permitted.
- E. Prohibited materials: The use of materials such as confetti, rice, bird seed, smoke/fog machines, silly string, and the like, is prohibited in the building and on library grounds.



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## III. Insurance Requirements

- A. Insurance: Liability/Vendor event insurance coverage is required for the Client and vendors for all events, and a copy must be furnished to the Special Events Coordinator at the time of the deposit. It is the Client's responsibility for obtaining all vendor insurance. All responsibility and liability for the actions of attendees, guests (invitees), agents, employees, and vendors at said event rests with the Client and/or all individuals signing the rental application/agreement. The Library shall not be held responsible for the actions of the Client or the Client's employees, agents, attendees, guests or vendors; non-compliance with the Library's rules, regulations or policies shall result in immediate cancellation of any reservation. In the event Liability/Vendor insurance payment has not been received 10 business days prior to the event, the rental application/agreement is voided, and refunds will not be provided.
1. Certificates of Insurance must be submitted to the event coordinator by the Client, the Client's caterer, and all vendors. At a minimum, the Certificate of Insurance must include, but is not limited to, coverage for general liability (minimum coverage of \$1,000,000), automobile liability (owned or hired), workmen's compensation, and liquor liability.
  2. It is the Client's responsibility to obtain all vendor insurance. All vendors must have their proof of insurance on file with the Library 10 business days prior to the event or the vendor will NOT be allowed on Library premises.
  3. If a vendor(s) does not provide proof of insurance, the Client will be required to purchase vendor insurance at an additional cost to the Client through the Library's insurance provider. Insurance limits must be shared by all parties listed on the policy.
  4. The Client is required to obtain general liability coverage that will protect against loss or damages to persons, equipment and/or facilities of the Houston Public Library due to negligence of the Client, its employees, agents, vendors, and/or guests. The Library does not warrant the use or performance of any of its equipment.
  5. All insurance certificates should note City of Houston/Houston Public Library as an additional insured.

## IV. Rates and Payment

- A. Rental rates will be determined at the following levels: community service, standard, and in-house. The Special Events Coordinator will determine the appropriate rate depending on the nature of the Client.
1. Community Service: Qualified Community Service Organizations are eligible for a discount rate.
  2. Standard: All other organizations will be charged standard rental rates.
    - a. Rental rates include six hours of use in the reserved space, electricity, air conditioning and pre-event cleaning, and post-event cleaning.
    - b. Rental rates do not include valet permits, valet services, security, catering, furniture rental (furniture placement or special permits).
  3. In-House: In-House rates apply to approved events conducted by City officials or departments.
- B. Security Deposit: Twenty-five percent (25%) of the rental payment is due on the date indicated in the rental agreement. The balance of the rental payment is due ninety (90) days prior to the event date, or by the date indicated in the rental agreement, or the reservation will be forfeited. Non-refundable payments may be made by cashier's check, money order or credit card. If a deposit is forfeited, the event may not be placed on the event calendar with a new date without a new deposit.
- C. Damage Deposit: A damage deposit equal to 10% of the rental cost is required at the time of final payment and is payable by personal check, cashier's check, money order or credit card. The damage deposit will be refunded in whole thirty (30) days after the event provided the venue is returned to its pre-event state. The damage deposit is refundable if the event is cancelled.
- D. Cancellation: All monies deposited at the date of any cancellation confirmation are non-refundable. Date of cancellation confirmation is when the Special Events Coordinator receives written notification of the cancellation request. All cancellation requests must be submitted in writing.



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- E. Force Majeure: In the event of an act of God or natural disaster that deems the facility inhabitable or potentially dangerous, the client will be unable to utilize the facility or associated spaces. The City of Houston shall give the client a notice of Force Majeure citing an inability to carry out its obligations hereunder, and neither party shall be further obligated nor considered in breach of this contract to the extent that performance of their respective obligations is prevented. The City of Houston shall refund all monies paid in conjunction with planned facility use and/or work with the client to reschedule their planned use of space to another available date agreeable to both parties.
- F. Wedding Rental: Rehearsal times must be calendared with the Special Events Coordinator at the time of the wedding rental.
- G. Additional Fees: Additional charges may be assessed due to the actual time the facility is used, additional labor/staffing, and in the case of unforeseen circumstances.

## V. Security

The Library reserves the right, at its discretion, to require additional security and/or off-duty Houston Police at the Client's expense.

## VI. Equipment/Furniture

- A. Library exhibits, furniture, or equipment may not be moved or rearranged without prior written approval and the assistance of library staff.
- B. The Library will provide the following furniture upon request:
  - 1. Chairs – types and quantities depend on location
  - 2. Tables – sizes, shapes and quantities depend on location
- C. Equipment & Services: Requests for equipment must be made at the time the room is reserved. The types of equipment available at each location may vary. The Client should verify the availability of equipment at a specific location at the time the room is reserved and designate a person responsible for operating the equipment. Library staff will not serve as operators for equipment at the event, but will ensure that the equipment is operating properly and provide instructions for use to the designated person.

## VII. Food and Beverages

The City of Houston and the Houston Public Library assumes no responsibility or liability for food or alcohol served and/or consumed on the premises.

## VIII. Event Set-Up

- A. The Client or Client's representative/vendor is responsible for setup and breakdown of all vendor-supplied equipment. Any and all vendor-supplied equipment, food, flowers, etc. must be removed from the building immediately following the event. The Library is not responsible or liable for any equipment left at the facility, or its disposal, after the end of the event. The Library's staff will setup and breakdown all library-owned equipment. The rented space and all pathways to the spaces must be left in pre-event condition and arrangement at the end of the event.
- B. The Client must inform the Library of the desired room set-up at the time the event is calendared to ensure that the City of Houston's building, fire, and electrical codes are met. The Special Events Coordinator will revise the event setup if necessary to comply with City of Houston codes with or without the Client's approval. Any event setup changes requested after the event is calendared must be approved by the Special Events Coordinator and will incur additional fees.
- C. Lighting variations inside facilities are limited and must be approved in advance by the Special Events Coordinator.
- D. The Client must provide an overall event plan, including mobilization and demobilization plans, which shall include means to protect floor finishes, wall finishes, and furniture, to the Special Events Coordinator for review and approval by HPL at least one week prior to the event.



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- E. The Special Events Coordinator and Client, or the Client's agent, will conduct a pre-event and post-event walk through together. This walk-through is to ensure all event space is left in the same condition as before the event, and there are no damages or trash after the event.

## IX. Caterers

- A. A caterer must be pre-approved by the City of Houston for all events held at the Library. The Client is responsible for the selection and use of a caterer from the Library's Pre-approved Caterers list. To be placed on the City's Pre-approved Caterers list, a caterer must submit to the Special Events Coordinator documentation, including any applicable food service permit issued by the City of Houston, Department of Health training certificates for safe food handling, Texas certificate for serving alcohol, general liability Insurance and any other information as required by the Library and/or the City of Houston.
- B. The Library may approve a caterer that is not on the Library's pre-approved list if all fees and Library conditions are met. The client is responsible for ensuring that all the Library's requirements for caterers not on the pre-approved list are met and all required documentation is submitted to the Special Events Coordinator in sufficient time to allow review and approval. The documentation shall include all documentation required in paragraph (A) above.
- C. All documentation must be submitted to the Special Events Coordinator within thirty (30) days before the Library can grant approval to use a caterer not on the pre-approved list. Failure by the Client to submit appropriate documentation may result in forfeiture of Client's deposit with the City or forfeiture of the event. The Library assumes no responsibility and/or liability for monies forfeited by the Client resulting from failure to obtain necessary documentation and to obtaining prior approval of the caterer.

## X. Caterer/Vendor's Responsibilities

The caterer/vendor, procured by and acting as the agent for the client, shall be responsible for set-up and breakdown of all non-Library equipment on the date of the event. The Client will be responsible for the caterer/vendor's compliance with the caterer's responsibilities and for returning all spaces rented for the event to pre-event condition. The caterer/vendor is also responsible for the following:

- A. Deliveries: The caterer/vendor shall notify the Special Events Coordinator, in writing, of all needed deliveries a minimum of 10 business days (or earlier as required by the Special Events Coordinator) in advance of the event. Notification should include vendor information, desired date and time of deliveries. All deliveries must be pre-approved by the Special Events Coordinator and must occur on the event date (or earlier as required by the Special Events Coordinator) during pre-scheduled event load-in/load-out times through the loading dock and freight areas. Extended time may be available for an additional fee. Deliveries include, but are not limited to furniture, equipment, food, flowers, etc. Deliveries not pre-approved will result in those vendors being denied building access.

The caterer/vendor must be onsite to accept deliveries for the event. The caterer is responsible for providing all carts needed to move equipment to and from the event space from the delivery area.

- B. Break-down of rental equipment: The caterer/vendor is not allowed to start breaking down the event space, removing linens or moving equipment until all guests have left the rental space.
- C. Maintaining event space during and after the event: The Client and the caterer/vendor shall be responsible for maintaining the event space during and after the event including, but not limited to, immediate clean up of any food or drink spills during the event, cleaning all prep and caterer areas, and returning the kitchen to its pre-event condition. Wood library tables used for food service or dining, must be protected with pads and linens.
- D. Use of additional equipment: The caterer/vendor may, with prior permission by the Special Events Coordinator, use its own additional kitchen equipment (i.e. warming ovens, electric ovens, sterno warmers), provided the Library's facilities are compatible with said equipment.
- E. Final clean-up: All equipment, furniture, linens, flowers, food, or other items brought for the event must be removed immediately following the event and not be left for pick up on another time or day. The Library is not responsible or liable for any loss, damage or disposal of any items brought in by the Client or the caterer.



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## XI. Contracted Event Time

- A. The contracted event time is inclusive of set-up and break down requirements.
- B. If an extension of the contracted event time is required, it must be requested in writing no less than 10 business days prior to the event date, and an additional fee paid at that time. No extension of time will be approved on the day of the event.
- C. If the event space is not in its original condition by the end time listed in the rental agreement, the security deposit will be forfeited and an additional daily rental fee will be assessed.
- D. No alcoholic beverages may be served thirty (30) minutes prior to the end of the event, or the security deposit will be forfeited.
- E. All events must end by 12 AM with no exceptions, unless otherwise approved.

## XII. Parking

For events held at the Central Library or the Julia Ideson Building, valet parking is strongly recommended. The Client is responsible for making valet parking arrangements and must provide the Special Events Coordinator details of such arrangements in the overall event plan. A limited amount of complimentary parking is available at some library locations.

## XIII. Entertainment/Music

Entertainment and music is allowed. However, entertainment/music is only allowed during regular library hours in spaces that can be acoustically contained. All entertainment and music must end by the scheduled event end time. The Client is responsible for ensuring that the event end time is enforced. Client is also responsible for providing electrical power availability information to entertainers. The performer must provide any necessary extension cords and cables, and all extension cords and cables must be taped down with non-residue tape to the satisfaction of the Special Events Coordinator. The use of Duct tape is not permitted. Details regarding entertainment and music shall be included in the overall event plan.

## XIV. Event Publicity

- A. The Client is responsible for accurate information regarding the event. Use of symbols, which may be offensive to individuals or groups, is prohibited in publicity and at the event. Use of the City seal or City logos for events other than officially sanctioned City events is prohibited.
- B. A courtesy copy of all electronic and/or print publicity shall be provided to the Special Events Coordinator as part of the overall event plan.

## XV. Coat Check

The Library does not provide coat check service, coat racks or hangers. A coat check area may be made available when possible for events and must be staffed at all times when used. The Client is required to rent all necessary equipment needed for coat check. Each coat check vendor must be licensed, bonded and insured.

## XVI. Film Production

Film production must be pre-approved by the Special Events Coordinator in advance of the filming. The Client/film crew is required to provide all necessary personnel and equipment as needed for its production.

## XVII. Storage

The Library does not provide storage facilities before or after an event. Items left in the Library will be discarded.