# Frisco Public Library General Conditions

- All rentals will be scheduled and arranged through the Rental Coordinator on a first come, first served basis with deposit. Reservations and tours may be scheduled during office hours. The library is located at 8000 Dallas Parkway, Frisco, TX 75035.
- Please call (972)292-5613 or email aadams@friscotexas.gov to schedule an appointment with the Rental Coordinator.
- The Library's operational hours are:
  - Monday-Thursday 9:00 a.m. 9:00 p.m.
  - Friday-Sunday
     9:00 a.m. 6:00 p.m.
- The Library is closed and not available for rentals on:
  - Thanksgiving Day
  - Christmas Day
- Rentals on the following days will be charged an additional 25% rental fee:
  - New Year's Eve
  - New Year's Day
  - Martin Luther King Day
  - Good Friday
  - Easter Sunday
  - Memorial Day
  - Independence Day
  - Labor Day
  - o Christmas Eve
- Room Rental Reservations may be made for no earlier than 9:00 a.m. with an end time no later than the Library's closing time. All attendees/vendors
  must vacate the facility no later than the closing time.
- Special Event Packages and Wedding Packages are available Friday, Saturday, or Sunday from 6:00 p.m. until 12:00 a.m. All attendees/vendors must vacate the facility no later than 12:00 a.m.

#### General Information

- Lessee must be a minimum of 21 years old.
- A minimum of two weeks before requested date is preferred.
- The Library reserves the right to book more than one event in the facility at a time. Consideration will be given to avoid noise or traffic concerns.
- The contracted time agreed to includes set-up and break-down times, so please plan your event accordingly.
- All event activities must be held within the contracted space(s) and all event guests must be contained within the contracted rental space.
- Non-contracted common areas will be open to the public during normal business/operation hours.
- A Certificate of Insurance must be obtained by Lessee if the event will include any alcohol service or if guest count is anticipated at 75 people or more.
   Certificate of Insurance should name the City of Frisco (6101 Frisco Square Blvd, Frisco, TX 75034) as the additional insured. This should be submitted a minimum of 21 calendar days before the event.

#### Rental Payments

- Payments may be made by credit card, debit card, or check. Checks must be made payable to the City of Frisco. Payments may not be made over the
  phone.
- Payment and contract signing should be completed within three business days of contract being sent.
- Invoice payments may be made online or, if paying by check, in person at the Library during business hours.
- Payment schedule for events booked more than 90 days in advance:
  - o Deposit and 50% of rental fees are due at time of booking, complete with executed contract.
  - o Remaining 50% is due 30 calendar days after rental contract is executed.
- Payment schedule for events booked less than 90 days in advance:
  - Deposit and 100% of rental fees are due at time of booking, complete with executed contract.
- Outstanding balances may result in forfeiture of rental date. Events with outstanding balances on day of rental will not be permitted facility access.

#### Security Deposit

- A security deposit is required for all reservations. Security deposit is not a payment towards the rental fee.
- Lessee shall be solely responsible for all damages and/or the costs associated with the repair, replacement, and/or clean-up of the reserved area that may
  have occurred during the event.
- If the cost of cleaning, repairs, or damage exceeds the amount of the security deposit, Lessee will be invoiced for the balance, which will be payable upon
  receipt by the Lessee.
- Deposit refund will be returned to the Lessee within 30 calendar days after the event under the following conditions:
  - o Facility, furniture, and equipment are cleaned and undamaged.
  - Event concluded within the contracted time.
  - Lessee, including guests and vendors, complied with the Library Guidelines, Rules, & Regulations and the Library Rental Agreement.
    - All client items have been removed from the facility before or by the contracted end time.

## Cancellations

All cancellation requests must be submitted in writing to the Rental Coordinator.

## Community Event Rooms, Creativity Commons, and Unconference Room:

Lessee may have one opportunity to reschedule their event date, provided that:

- A new date is selected and approved within 7 calendar days of cancellation request.
- Cancellation request was made at least 90 calendar days or more to the event date.
- If event is cancelled more than 90 calendar days before event date, security deposit will be retained by the Library, and any rental fees paid will be refunded.
- o If event is cancelled less than 90 calendar days before event, security deposit and all rental fees will be retained by the Library.

#### Wedding and Special Events/Party Packages:

Lessee may have one opportunity to reschedule their event date, provided that:

A new date is selected and approved within 7 calendar days of cancellation request.

- Cancellation request was made at least 180 calendar days or more to the event date.
- If event is cancelled more than 180 calendar days before event date, security deposit will be retained by the Library, and any rental fees paid will be refunded.
- If event is cancelled less than 180 calendar days before event date, security deposit and all rental fees will be retained by the Library.

### Frisco Library Staff

- Library staff are prohibited from accepting tips, gifts, gratuities, or any other favors from Lessee.
- A rental agreement does not relinquish the right of Library staff to enforce departmental rules and regulations. City staff, including Public Safety personnel may enter facility, including rental areas, at any time or for any purpose.
- A Library employee will be available during all reservation times as required and will conduct an inspection of the facility at the beginning and at the end of the rental period.

#### <u>Vendors</u>

- Lessee must submit to the Rental Coordinator a written list of all event vendors the Lessee intends to use at least 21 calendar days before the event date.
- Any DJs, bands, and entertainers should contact the Rental Coordinator at least 21 calendar days before event date to discuss staging, power, and audio-visual needs. The Library does not guarantee compatibility of equipment or adequate power supply.
- All DJs, bands, and entertainers are required to provide their own sound system; Library audio-visual equipment is for presentation purposes only.
- Vendors may only access the rental space during the contracted rental time.

#### Catering

- The Library does not provide on-site catering or catering/banquet/bartending staff or supplies, it is the Lessee's responsibility to contact a caterer directly for pricing, menu options, and arrangements.
- Caterers must meet City of Frisco vendor requirements and hold appropriate health permits.
- Food may not be prepped inside of the library. All food must be prepped beforehand and then brought in.
- The Library is a flameless venue. No flames or other flammable items are permitted, including, without limitation, candles, and sterno canisters, used for food warming. Electric warming units, thermal units, and MRE heat packs are acceptable.
- All food, equipment, décor, and rented items provided by caterer must be delivered to and/or removed from premises during the contracted time, and the delivery and pick-up must be handled by Lessee. The Library is not responsible for receiving or storing of any items.

#### <u>Alcohol</u>

- If Lessee will furnish alcohol at the event, Lessee must procure and maintain, at its sole cost and expense, General Liability Insurance with HOST LIQUOR LIABILITY policy in which the City of Frisco is an additional insured.
- If Lessee contracts with a caterer or other third party to furnish and serve alcohol at the event, the caterer or third party shall procure and maintain, at its
  sole cost and expense, General Liability Insurance with HOST LIQUOR LIABILITY policy in which the City of Frisco AND the Lessee shall both be name
  as additional insureds.
- Alcohol must be kept within the contracted space.
- Lessee must use TABC certified bartenders to serve alcohol. A copy of the bartender's TABC certificate must be submitted to the Rental Coordinator 21 calendar days prior to the event. One bartender per every 75 guests is required.
- If alcohol is being served, a Frisco Police Officer is required and must be onsite during the event. Lessee is solely responsible for the arrangement of, and associated fees.
- Bar service must conclude no less than 30 minutes prior to the event's end time.
- Alcohol must be provided at no cost to guests at the event.

### Cleaning & Trash Removal

- If Lessee fails to vacate any part of the Library after the contracted end time, they will be charged an additional fee for up to every fifteen minutes over the
  contracted end time.
- All refuse must be disposed of in appropriate containers upon the completion of the reservation.
- Tables, chairs, and counters must be wiped off and cleaned. Floors must be clear of any large trash or debris.
- Property damages, including failure to clean after an event, will result in fees assessed after the event, which will be deducted from the deposit, if necessary.
- Lessee must remove all items carried into the facility at the end of their contracted time. This includes all table coverings, decorations, food, beverages, trash, and entertainment equipment.

#### **Decorations & Equipment**

- Please discuss all decoration plans with the Rental Coordinator.
- Lessee is responsible for all décor set-up and take-down.
- The Library reserves the right to prohibit or remove any item if it's determined that it may cause damage to the venue or create a hazard and is not liable for the cost of a decoration item that is prohibited from use.
- Any application that may cause irreversible damage, including staples, Command Strips, nails, tacks, glue, or high-residue tape is prohibited inside and outside the Library.
- Specific decorations, including confetti, glitter, rice, loose sequins, birdseed, bubbles, silly string, and artificial snow are prohibited inside the Library.
- No balloons are allowed inside of the Library.
- No spray paint or canned paint may be used.
- LED candles only. No candles or open flame are allowed.
- No fireworks or sparklers are allowed per City of Frisco fire regulations.
- Bounce houses are not permitted inside of the Library.
- All floors must be protected from any moveable equipment during set-up and break-down.
- Use of generator requires written approval in advance and submission of Generator Permit Application. Generators must be grounded.
- Outdoor amplified sound requires written approval in advance.

### Care of Venue

- Lessee is responsible for the care and upkeep of the reserved area or facility during the time identified in the reservation. The Library and its equipment shall be returned to the condition and location they were in prior to the commencement of the event.
- For Special Events Packages or Wedding Packages, the Library will provide a city approved after hours vendor for an additional cost.

- Lessee must follow the Library's staff instructions regarding appropriate load-in/load-out procedures. The lobby and other common spaces may not be used for set-up or take-down purposes during usual business operation hours.
- Exit doors, exit signs, and fire and emergency equipment may not be blocked or obstructed from view.
- Lessee and vendors must comply with all applicable federal, state, and municipal fire codes, as well as Occupational Safety and Health Association (OSHA) regulations.
- Furnishings may not be moved from other locations, taken outside, or removed from the building.
- Smoking and tobacco products are prohibited inside the Library (including the outdoor Terrace) and will only be permitted in designated smoking areas no closer than 20 linear feet from entrance. No illegal drugs are permitted on City of Frisco property.

#### **Parking**

- Complimentary parking is available on-site.
- Vehicles are prohibited from parking or driving on grass areas, fire lanes, park areas, or sidewalks.
- Loading and unloading of vehicles must be from the parking lot or designated areas.
- Vehicles left unattended in fire lanes or loading areas will be towed at owner's expense.

### Other Considerations

- Groups renting rooms or spaces may not advertise or announce an event if the advertisement or announcement states or implies endorsement by the Library or the City of Frisco. Groups renting rooms may not use images or likeness of the Library in advertising or announcements.
- No advertisements may be placed in the lobby area or outside of the library. Advertisements may be used in the vestibule area outside of the Community
  Event Rooms only.
- City-sponsored special events and Library Public Service programming will have scheduling priority over rental events, including recurring reservations.
- When possible, Lessee will be made aware of any extremely large events taking place in proximity to the Library.
- No removal of City property from the Library.
- Lost and found items will remain with the Rental Coordinator until conclusion of the event. Items valued at \$50 or more will be stored in a secure location at the Library until turned over to the Frisco Police Department. Items valued less than \$50 will be stored at the Library for 7 days.
- The Library is not responsible for lost or stolen property.
- Lessee may give permission for any photography taken during an event to be utilized for promotional use by the City unless otherwise agreed upon in writing by both parties.
- The Rental Coordinator reserves the right to decline rental of the Library by any individual or group deemed unacceptable, based on past failure to comply with the Rental Agreement, the Frisco Library's Guidelines, Rules, and Regulations, and/or any other applicable law, rule and/or regulation, as they exist or may be amended.

# Safety & Security

- Security cameras at the Library are for monitoring Library security only; cameras may not be used for event security and cameras may not be covered at any time.
- Activities involving minors require the presence of one adult per ten children.
- Animals (except service animals) are prohibited inside the Library.
- No activity, performance, exhibition, or entertainment shall occur on City of Frisco property that is potentially dangerous to the public, is illegal, or could be
  considered indecent, obscene, lewd, immoral, or offensive to a person of ordinary sensibilities. In the event this section is violated, the Library has the
  right to demand that Lessee immediately omit such actions. If Lessee fails to comply, the Library has the right to cancel or cease the event without
  refunding security deposit and other fees.
- If any laws are broken during a rental event, Frisco emergency services will be called, and the rental event will be terminated immediately. Lessee will incur the loss of security deposit and all other fees.
- The Library will summon law enforcement in the event of abusive language, threats, assault, vandalism, theft, and other conduct detrimental to the safe and successful staging of an event.
- If a fire alarm sounds, emergency personnel will respond. Venue will be evacuated until emergency personnel determine it is safe to re-enter the building.
- If the Library loses power, the Library staff will assist in a facility evacuation or relocation into well-lit areas.

The City of Frisco reserves the right to immediately cancel the reservation if any of the above Guidelines, Rules, and Regulations are not being properly adhered to.