



## COMMUNITY SPACES POLICY

(ADOPTED April 14, 2026)

1. **PHILOSOPHY.** The ACPL, dedicated to the free and open expression of ideas from all points of view, makes its community spaces available to the public for no or reasonable cost. Community spaces are available to individuals, community groups, and organizations for a variety of cultural, informational, educational, civic, and other purposes, both public and private, commercial and non-commercial. The community spaces are made available on equal terms for all groups, regardless of their beliefs or affiliations. Permission to use the community spaces does not constitute an endorsement of the user, the user's views and activities, or the use itself by the ACPL or its staff.
2. **TYPES OF USES.** The following definitions will be used to determine the requirements of this policy applicable to a particular use:
  - 2.1. **COMMERCIAL USE:** A use that charges a fee to attendees or is for the purpose of earning profit or raising funds by or for event organizers, vendors, or participants.
  - 2.2. **COUNTY GOVERNMENT USE:** A use that is for the governmental functions of the Albany County Government or any department or division thereof.
  - 2.3. **LIBRARY USE:** A use that is for the public library functions of the ACPL, whether the ACPL is the organizer or co-sponsor, a use by the Albany County Public Library Foundation, or a use by the Friends of the Albany County Public Library.
  - 2.4. **NON-COMMERCIAL USE:** A use that is free to attend and is not for the purpose of earning profit or raising funds.
  - 2.5. **PRIVATE USE:** A use which is not open to the general public or is typically exclusive, where access is limited by or on behalf of an event organizer.
  - 2.6. **PUBLIC USE:** A use that is open to the general public or general classes of individuals.
  - 2.7. **WORK, EDUCATION, AND HEALTH MONITORING USE:** A use that promotes work, education, and/or health monitoring as defined by the U.S. Department of the Treasury's Coronavirus Capital Projects Fund guidance<sup>1</sup>:
    - 2.7.1. **WORK:** Activities to help community members engage in employment, search for employment, and/or develop the requisite skills and knowledge to become employed (e.g., participate in career counseling programs, workforce training programs, as well as gain access to internet websites to

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<sup>1</sup><https://home.treasury.gov/system/files/136/Capital-Projects-Fund-Guidance-States-Territories-and-Freely-Associated-States.pdf>. The ACPL's 2025–2026 community spaces improvements were funded through the Wyoming Library Multi-Purpose Community Facility Program by a grant to the State of Wyoming through the U.S. Department of the Treasury Coronavirus Capital Projects Fund under the American Rescue Plan Act of 2021.



search for and apply to jobs).

2.7.2. **EDUCATION:** Activities to acquire knowledge and/or skills, undertaken as part of a person's participation in school, an academic program, extracurricular program, social-emotional development program for students or youths, internship, or professional development program, or in another educational environment.

2.7.3. **HEALTH MONITORING:** Services to monitor an individual's health, including with respect to either physical or behavioral health.

3. **RESERVATION AVAILABILITY.** Reservations are generally on a first-come, first-served basis. Availability is also subject to the following restrictions:

3.1. **TIME:** Reservations may be made only during the available time periods for each space, unless the Library Director grants permission for a public use outside of those periods. Overnight usage is prohibited. To guarantee broad access to community spaces, the following limits are placed on scheduling recurring meetings:

3.1.1. Recurring meetings may be requested within ACPL's three scheduling trimesters: Spring (January–May), Summer (June–August), and Fall (September–December).

3.1.2. Recurring meetings can only be scheduled for one trimester at a time. The timetable for reservation requests for recurring meetings is available on the ACPL website.

3.2. **PRIORITY OF USES:** The ACPL reserves the right to prioritize uses and require reservations to be rescheduled or cancelled according to competing uses' community benefit and furtherance of the ACPL as a public library. Reservations of community spaces will be prioritized in the following order:

3.2.1. Library; county government; and work, education, and health monitoring uses. Within this category, priority may be given based upon the Library Director's determination of public necessity or other compelling reason;

3.2.2. Public non-commercial uses; and

3.2.3. Public commercial uses and private uses.

4. **RESERVABLE SPACES.** ACPL has three community spaces that are available for reservation and use: Community Room, Activity Center, and Conference Room. Descriptions of each space and their available reservation time are:

4.1. **COMMUNITY ROOM:**



- 4.1.1. Reservations accepted: 7 days a week, 8:00am–10:00pm.
  - 4.1.2. Approximately 2,300 square feet; maximum group size of 108.
  - 4.1.3. Furniture available for use includes 18 six foot adjustable height rectangular tables, 9 four foot adjustable height round tables, 18 three foot round cocktail tables, and 120 stacking chairs
  - 4.1.4. Kitchenette available for an additional fee includes commercial coffee pot, fridge, dishwasher, microwave, and serving window.
  - 4.1.5. Audio-Visual equipment available for an additional fee includes ADA lectern, projector with sound, document reader, cameras, microphones, and capacity for live streaming.
  - 4.1.6. Food and beverage, including full meal service, is permitted. Alcoholic beverage is permitted only for private uses.
- 4.2. ACTIVITY CENTER:
- 4.2.1. Reservations accepted: 7 days a week, 8:00am–9:30am & 6:30pm–10:00pm.
  - 4.2.2. Approximately 400 square foot; maximum group size of 20.
  - 4.2.3. Furniture available for use includes 9 4ft adjustable height rectangular tables and large dry-erase board. Additional 4ft tables and stacking chairs are available upon request.
  - 4.2.4. Audio-Visual equipment is not available for use.
  - 4.2.5. Food and beverage: Light refreshments permitted. Full meal service and alcohol are not permitted unless permission is granted by the Library Director or designee.
- 4.3. CONFERENCE ROOM:
- 4.3.1. Reservations accepted for 7 days a week, 8:00am–10:00pm.
  - 4.3.2. Approximately 200 square foot, maximum group size of 20 (only 15 will fit comfortably around the table).
  - 4.3.3. Furniture available for use includes large conference table, twenty chairs on casters, and large dry-erase board.
  - 4.3.4. Audio-Visual equipment available for use include large screen tv, laptop to tv connections, camera bar with conferencing capabilities, and podcasting



station (available upon request).

- 4.3.5. Food and beverage: Light refreshments permitted. Full meal service and alcohol are not permitted unless permission is granted by the Library Director or designee.

**5. RENTAL FEE SCHEDULE.**

Use Category	Community Room	Activity Center	Conference Room
Category 1 ○ Library uses ○ County government uses ○ Work, education, & health monitoring uses	No fee	No fee	No fee
Category 2 ○ Public non-commercial uses other than those in Category 1. ○ Private non-commercial uses by governmental entities or nonprofit organizations	\$30/hr* (\$50 deposit)	\$10/hr	\$10/ hr
Category 3 ○ All other uses not included in Categories 1 or 2	\$60/hr* (\$250 deposit)	\$20/hr	\$20/hr

\*Community Room Add-Ons: Kitchenette—\$30/reservation; AV System—\$10/reservation

**6. RESERVATION PROCESS.**

6.1. RESERVATION APPLICATION: Reservations are only for the timeslot(s) selected. Reservation applications must include the amount of time needed to set up, take down, and clean the space. All reservation applications are required to be submitted via the online application system available on the ACPL’s website by an individual over the age of 18. Reservation applications are required to provide the following to be considered complete:

- 6.1.1. Describe the use and identify the use category;
- 6.1.2. Designate the individual who will supervise the use of the space during the reservation, be responsible for use of any AV equipment, and be financially responsible for any damage or cleaning fees resulting from the use;
- 6.1.3. Identify required usage of the space’s AV equipment and any additional equipment that the use will be providing; and
- 6.1.4. Review and acknowledge the terms in the application form, which includes



acknowledgment of this policy's standards.

- 6.2. **APPLICATION REVIEW:** ACPL staff will review reservation applications in a timely manner. APCL staff may contact applicants for additional information. Incomplete applications will be rejected. If an application cannot be accommodated, ACPL staff will inform the applicant and provide the reason(s) why. If ACPL staff determines that an application can be accommodated, ACPL will confirm the reservation is secured, if no further action is required, or notify the applicant of any additional requirements necessary to secure the reservation.
- 6.3. **ADDITIONAL REQUIREMENTS:** Certain applications require action beyond the application to fully secure the reservation. If required for the use and space, the applicant, in order to secure the reservation, must provide or perform the following within two weeks of the ACPL's notice of the necessary additional requirements or one week before the reservation, whichever is earlier:
  - 6.3.1. **RENTAL FEE & DAMAGE DEPOSIT:** If rental fees and a damage deposit are required, a valid credit card must be put on file or two checks, one in the amount of the fee and one in the amount of the deposit, must be provided to the ACPL.
  - 6.3.2. **CITY PERMITS:** If permits are required by City ordinance for the use, such as for the sale of alcohol, copies of the filed permit applications must be provided to the ACPL.
  - 6.3.3. **INSURANCE CERTIFICATE:** If liability insurance is required for a use, a copy of the certificate must be provided to the ACPL.
  - 6.3.4. **COMMUNITY ROOM RENTAL & PRIVATE USE AGREEMENT:** If the reservation is a private use of the Community Room, the Community Room Rental and Private Use Agreement included in this policy must be executed and returned to the ACPL.
  - 6.3.5. **AV ORIENTATION:** If a reservation includes microphone, video, or sound usage of the Community Room's AV system, the individual responsible for use of the AV system must schedule an AV system orientation with ACPL staff. The orientation must be scheduled at least 48 hours in advance and include any additional equipment that will be used with the AV system during the use.
  - 6.3.6. **WORK, EDUCATION, & HEALTH MONITORING USE:** If the reservation is a work, education, and health monitoring use, the number of attendees and any other statistical information requested by the ACPL must be provided.
- 6.4. **SECURED RESERVATIONS:** Upon the ACPL's determination that a reservation has been



- secured in accordance with the requirements of this policy, ACPL staff will confirm that the reservation is secured with the applicant, provide use and space information to the applicant, and charge the credit card on file or cash the check provided for the amount of the rental fee. If an applicant fails to secure a reservation within the time required for performing any additional requirements, the reservation application will be rejected unless the Library Director finds good cause for excusing the nonperformance. Secured reservations which are cancelled are subject to the cancellation provisions and penalties in this policy.
- 6.5. **RESERVATION CONCLUSION:** Upon conclusion of a reservation, the ACPL will determine whether the reservation complied with all applicable requirements and responsibilities under this policy or whether additional fees are required to be assessed against the reservation's deposit and/or designated financially responsible individual. If no fees are assessed, the credit card on file will be removed from the ACPL's system or the check provided for the damage deposit will be available to be collected from the ACPL.

**7. CANCELLATIONS.**

- 7.1. Secured reservations that are canceled at least two (2) weeks prior to the reservation time will receive a full refund of any rental fee and deposit.
- 7.2. Secured reservations that are canceled less than two (2) weeks but more than 24 hours before the reservation time will receive a refund of one-half of the rental fee and the full amount of any deposit.
- 7.3. Secured reservations that are canceled within 24 hours of the reservation time or fail to appear will not receive any refund and the ACPL will retain the full amounts of any rental fee and deposit.
- 7.4. The ACPL reserves the right to cancel reservations to accommodate priority uses or for any reason related to safety, weather, utilities, or disruption of ACPL operations. If the ACPL cancels a reservation, reasonable efforts will be made to provide timely notice of the cancellation. For any cancellation by the ACPL, reservations will receive a full refund of the rental fee and any deposit.

**8. RESERVATION AND USE RESPONSIBILITIES.** By reserving and using a community space, reservation applicants and space users agree to comply with this policy, other applicable policy of the ACPL, including but not limited to the ACPL Library Use Policy, and other law regarding food, noise, or other regulated community standards.

- 8.1. **ACCESS:** Users may not access the reserved community space until the beginning of their reservation period.
- 8.2. **OCCUPANCY:** Users may not exceed the capacity limits for the reserved community



- space.
- 8.3. **DAMAGE & CLEANING:** The individual designated for the reservation assumes all responsibility for any damage to the space or its contents and is accountable for ensuring the space is secure and clean at the conclusion of the reservation, including that all trash is properly disposed of and tables, chairs, and equipment are properly stored. Nothing may be posted, taped, nailed, screwed or otherwise attached to the walls, floors, or other parts of a space or its furnishings. The designated individual is responsible for ensuring the space's close-out checklist is followed, checked-off, and left at the designated location upon the conclusion of the reservation. The close-out checklists for each space are attached to this policy.
  - 8.4. **FOOD & BEVERAGE PROVISION:** The safe and lawful provision of food and beverages is solely the responsibility of the reservation holder. Copies of approved City permits must be provided to the ACPL at least 48 hours prior to a reservation. Failure to provide copies of approved permits which were applied for to secure a reservation will prevent the provision of food or beverage for which the permit was required.
  - 8.5. **SPACE & EQUIPMENT OPERATION:** The individual designated for use of a space and its AV system and other equipment is responsible for ensuring proper use and functionality of the space and its equipment. Failure to complete the required orientation for private use of the Community Room's AV system will prevent usage of the AV system.
  - 8.6. **STAFF ASSISTANCE:** During the ACPL's open hours, staff may be available to provide usage assistance, but assistance is not guaranteed. No staff assistance is available outside of open hours.
  - 8.7. **CHILD SUPERVISION:** Uses where children are present require at least one supervising adult for every ten children.
  - 8.8. **ADVERTISING:** Event information will be displayed on the electronic scheduling screen next to the reserved space. Advertising materials for public events may be submitted to the ACPL for display on its electronic signage; however, such display is not guaranteed. No additional signage or advertising may be posted in the library entryway or on library grounds.
    - 8.8.1. Users are prohibited from implying, in publicity or otherwise, that a use is sponsored, co-sponsored, or endorsed by the ACPL unless the ACPL gives express permission to do so.
  - 8.9. **IMAGE & LIKENESS:** The ACPL retains the right to take photos of participants at all public uses, and to have the rights to and use such photos, consistent with its other policies.



- 8.10. **INSURANCE:** Private uses of the Community Room are required to secure commercial general liability insurance providing coverage for the duration of the event against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss thereof, in an amount not less than two hundred and fifty thousand dollars (\$250,000.00) per occurrence and five hundred thousand dollars (\$500,000.00) general aggregate. The policy shall be primary and not contributory and shall name the ACPL as an additional insured. The reservation holder shall pay the premiums on the policy and the insurance certificate must include a clause stating that the insurance may not be revoked, canceled, amended or allowed to lapse until the expiration of at least thirty (30) days written notice to the ACPL. The reservation holder shall provide the ACPL with proof of the required insurance coverage at least one (1) week before the event.
  - 8.10.1. Uses of any community space that provide alcohol are required to secure insurance in accordance with the above policy requirements but in the amount of not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate and include liquor liability.
- 8.11. **LIABILITY:** The ACPL is not responsible for any accident, injury, or loss of property, which may occur in connection with the use of community spaces.
9. **VIOLATION OF POLICY.** By reserving and using a community space, reservation applicants and space users agree to comply with this policy, other applicable policy of the ACPL, and other law regarding food, noise, or other regulated community standards.
  - 9.1. **USE TERMINATION:** A reservation may be terminated immediately by the Library Director or designated staff member if the conduct of a group or individual associated with the reservation is determined to be in violation of this policy or the ACPL's other rules and regulations.
  - 9.2. **LOSS OF PRIVILEGES:** Violation of this policy or the ACPL's other rules and regulations may also result in termination or suspension of a group's or individual's ability to make future reservations of community spaces. The Library Director will issue a written notice of the termination or suspension to the affected group or individual. The termination or suspension may be reviewed by the Library Director and appealed to the ACPL Board of Directors in accordance with the Library Use Policy's procedures for reinstatement of privileges and appeals.
  - 9.3. **MAINTENANCE FEE:** If a community space is not fully restored and cleaned in accordance with the close-out checklist for the space or minor damage is made to the space or its equipment, the reservation's designated financially responsible individual will be assessed a maintenance fee between \$50–\$250 based upon the severity of the mess or damage and the resources required to clean the mess or repair the damage,



- as determined by the Library Director. If a deposit was made for a reservation, the deposit will be applied to the maintenance fee. If a deposit does not fully satisfy the maintenance fee, the remainder will be assessed against the reservation's designated financially responsible individual.
- 9.4. **DAMAGE FEE:** If a community space requires substantial cleaning or major damage is made to the space or its equipment, the reservation's designated financially responsible individual will be assessed the cost for professional cleaning, damage repair, or equipment replacement.
  - 9.5. **ADDITIONAL RENTAL FEE:** If a subsequent reservation's use of a space is delayed or prevented due to cleaning or repair required from a prior reservation, the prior reservation's designated financially responsible individual will be assessed an additional rental fee for the amount of time the subsequent reservation is delayed or for the full reservation time if the subsequent reservation is prevented from using the space. The additional rental fee will be used by the ACPL to partially or fully reimburse the subsequent reservation. If a prior reservation goes over its reservation time and delays or prevents a subsequent reservation, an additional rental fee will be assessed against the prior reservation's designated financially responsible individual. The additional rental fee, resulting from either cleaning and repair or going over reservation time, will be determined by the rate of the prior or subsequent reservation's rental fee, whichever is higher. If a prior reservation that delays or prevents a subsequent reservation is a public use for which no rental fee was required, the ACPL will prorate, for a delay, or refund, for prevention, any rental fee of the subsequent reservation.
  - 9.6. **APPLICATION OF DAMAGE DEPOSIT:** If a deposit was made for a reservation which incurs a maintenance, damage, or additional rental fee, the deposit will be applied against the fee. If the deposit does not fully cover the fee, the reservation's designated financially responsible individual will be assessed the remainder of the fee.
  - 9.7. **FEE ASSESSMENT & COLLECTION.** If a reservation incurs a maintenance, damage, or additional rental fee, the full amount, or any remainder not covered by a deposit, will be charged against any credit card on file for the reservation. If no credit card is on file or charging the card on file is unsuccessful, the ACPL will provide an invoice of the fee to the reservation's designated financially responsible individual. The fee invoice must be paid in full within 30 days of receipt. Beginning on the 31st day following receipt of a fee invoice, any outstanding amount will be assessed interest at 5% per day. A reservation's designated financially responsible individual will be responsible for paying any costs or fees incurred by the ACPL in collecting maintenance, damage, or additional rental fees, including but not limited to reasonable attorneys' fees and costs.



10. **COMMUNITY SPACE CLOSE-OUT CHECKLISTS.** A copy of the close-out checklist for the Community Room, Activity Center, and Conference Room are attached to this policy.
11. **COMMUNITY ROOM PRIVATE USE AGREEMENT.** A copy of the Rental Agreement for private uses of the Community Room is attached to this policy.



## COMMUNITY ROOM CLOSE-OUT CHECKLIST

### COMMUNITY ROOM

- Tables wiped down
- Tables stacked on designated carts
- Chairs stacked on designated carts
- Furniture carts returned to storage closet following posted proper storage signage
- Items removed from the designated electrical panel safety area
- Storage closet garage door closed
- All personal items removed
- Floor swept
- All messes cleaned up
- Trash removed
- Trash bags replaced
- Thermostat set 68 degrees
- Central light switches for automatic lights left on
- Spotlight switches turned off
- Doors closed
- Doors locked
- Staff notified of any messes requiring additional attention
- Staff notified of any disposable products needing replacement
- Staff notified of any issues with the space or equipment

### KITCHENETTE (if used)

- Counters wiped down
- Inside and outside of microwave wiped down (if used)
- Sink and faucet wiped down
- Coffee pot wiped down and used grounds thrown away (if used)
- Inside and outside of fridge wiped down (if used)
- Floor swept
- Trash removed
- Trash bag replaced
- Used laundry placed in the dirty laundry bin
- All used dishes washed and put away OR placed in dishwasher and dishwasher started
- All personal items removed
- Lights turned off
- Service window door rolled down
- Door closed and locked
- Staff notified of any messes that require additional attention
- Staff notified of any disposable products that need to be replaced
- Staff notified of any issues with the space or equipment

### AUDIO-VISUAL (if used)

- Projector screen up
- All AV equipment powered off
- All microphones stored
- Staff notified of any issues with the equipment that need to be addressed



**ACTIVITY CENTER CLOSE-OUT CHECKLIST**

- Tables wiped down
- Tables returned to designated storage area
- Chairs stacked on designated cart (if used)
- All personal items removed
- Any messes cleaned up
- Trash removed and trash bags replaced (if food/beverage served)
- Thermostat set 68 degrees
- Lights turned off
- Doors closed and locked
- Staff notified of any messes that require additional attention
- Staff notified of any disposable products that need to be replaced
- Staff notified of any issues with the space or equipment



**CONFERENCE ROOM CLOSE-OUT CHECKLIST**

- Table wiped down (if food/beverage consumed)
- Chairs tucked in; extra chairs nested along the wall
- Personal items removed
- Dry-erase board cleaned
- All messes cleaned up
- Trash removed and trash bags replaced (if food/beverage served)
- AV equipment turned off and stored
- Thermostat set 68 degrees
- Lights turned off
- Door closed and locked
- Staff notified of any messes that require additional attention
- Staff notified of any issues with the space or equipment

**ALBANY COUNTY PUBLIC LIBRARY  
COMMUNITY ROOM RENTAL AND PRIVATE USE AGREEMENT**

**1. Parties.** The parties to this Agreement are the Board of Directors of the Albany County Public Library, a body corporate formed and operating in accordance with W.S. §§ 18-7-102 to -106 (“ACPL”), by and through the ACPL Library Director, whose address is 310 S. 8th Street, Laramie, WY 82070; and User:

Individual/Organization: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**2. Designated Representatives.** ACPL’s designated representative is Rachel Crocker, phone number: (307) 721-2580 ext. 5442, email: rcrocker@acplwy.org. User’s designated representative is:

Individual: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**3. Private Use.** ACPL hereby agrees to rent to User the Community Room within ACPL’s Laramie Library, located at 310 S. 8th Street, Laramie, WY 82070, for User’s Private Use:

Use/Event Name: \_\_\_\_\_

Description of Use: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_, 202\_\_ Time: \_\_\_\_\_ to \_\_\_\_\_

Number of Attendees: \_\_\_\_\_

Food & Drink provided by User: \_\_\_\_\_

\_\_\_\_\_

Catering: Yes / No (circle one)

Alcohol provided: Yes / No (circle one)

Use of ACPL’s Equipment:

AV System – Mic/Audio: Yes / No (circle one) – Visual: Yes / No (circle one)

Kitchenette: Yes / No (circle one)

Tables/Chairs: Yes / No (circle one)

**4. Term of Agreement.** This Agreement shall be effective upon its execution by both parties. This Agreement shall remain effective through the return of the damage deposit to or payment of any additional fees by User, unless otherwise terminated under the provisions herein.

4. **Fees & Deposits.** User agrees that the rental fee and damage deposit for the Private Use, and any maintenance, damage, or additional rental fees assessed against User, shall be paid, refunded, and otherwise handled in accordance with the ACPL's Community Spaces Policy, adopted April 14, 2026, which can be accessed on ACPL's website: <https://www.acplwy.org/about/library-policies>, and is incorporated herein by reference.

5. **Securing Reservation.** User acknowledges that additional requirements beyond the execution of this Agreement are required to fully secure the reservation for the Private Use in accordance with the Community Spaces Policy. User further acknowledges that ACPL will not execute this Agreement until ACPL determines that User has fully secured the reservation. User agrees to, at the time of execution of this Agreement:

5.1. **City Permits.** Provide ACPL copies of the applications filed for any permits required by City ordinance for the Private Use, such as for the sale of alcohol.

5.2. **Liability Insurance.** Provide ACPL a copy of User's commercial general liability insurance providing coverage for the duration of the event against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss thereof, in an amount not less than two hundred and fifty thousand dollars (\$250,000.00) per occurrence and five hundred thousand dollars (\$500,000.00) general aggregate. The policy shall be primary and not contributory and shall name the ACPL as an additional insured. The reservation holder shall pay the premiums on the policy and the insurance certificate must include a clause stating that the insurance may not be revoked, canceled, amended or allowed to lapse until the expiration of at least thirty (30) days written notice to the ACPL. The reservation holder shall provide the ACPL with proof of the required insurance coverage at least one week before the event. If the Private Use provides alcohol, User's liability insurance shall be in accordance with the above listed policy requirements but in the amount of not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate and include liquor liability.

5.3. **AV Orientation.** Schedule an AV system orientation with ACPL staff for User's use of the Community Room's microphone, sound, and/or visual capabilities during the Private Use, if applicable.

6. **Further Requirements Prior to Use.** If applicable, User agrees to provide ACPL copies of any approved City permits for the Private Use and attend the AV orientation in accordance with the Community Spaces Policy. User acknowledges that failure to provide approved City permits or attend the AV orientation will prevent the provision of food or beverage for which the permit(s) are required and prevent usage of the AV system at the Private Use.

7. **Use Cancellation.** User agrees to provide notice to ACPL of its intent to or actual cancellation of the Private Use as soon as possible. User acknowledges that ACPL reserves the right to cancel the Private Use due to priority uses or other reasons as described in the Community Spaces Policy. User further acknowledges that cancellation of the Private Use will result in termination of the Agreement and may result in the forfeiture of the rental fee and/or damage deposit.

**8. Use Responsibilities.** User and User's agents agrees that the Private Use shall be subject to and conducted in accordance with all applicable requirements and responsibilities of the Community Spaces Policy, other ACPL policy, including but not limited to ACPL's Library Use Policy which is incorporated herein by reference, and other law regarding food, noise, or other regulated community standards. User is solely responsible for ensuring that the Private Event and its attendees comply with ACPL policy and other applicable law. Failure of the User, User's agents, the Private Use Itself, or Attendees to comply with the Community Spaces Policy, other ACPL policy, or other applicable law may result in termination of this Agreement at the discretion of the ACPL.

**9. ACPL Responsibilities.** ACPL agrees to perform all of its responsibilities under the Community Spaces Policy and to cooperate and communicate with User in order to reasonably facilitate the Private Use.

**10. General Provisions.**

**10.1. Amendments.** Any changes to the Private Use as described in this Agreement will require amendment of this Agreement. Any changes, modifications, revisions or amendments to this Agreement must be written, mutually agreed upon by the parties to this Agreement, and executed and signed by all parties to this Agreement.

**10.2. Applicable Law/Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.

**10.3. Compliance with Laws.** All parties are expected to comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.

**10.4. Kickbacks.** Other than fees and deposits paid in accordance with the Community Use Policy, User certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If User breaches or violates this warranty, ACPL may, at its discretion, terminate this Agreement without liability to ACPL.

**10.5. Nondiscrimination.** User and User's agents shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (W.S. § 27-9-105, et seq.), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

**10.6. Independent Contractor.** User shall function as independent contractor for the purposes of this Agreement and shall not be considered an employee of ACPL for any purpose. Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by Contractor in fulfilling the terms of this Agreement and shall be solely responsible for the payment

of all federal, state and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing User to incur any obligation of any kind on the behalf of ACPL or its staff. User agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to ACPL employees will inure to the benefit of User or User's agents and/or employees as a result of this Agreement.

**10.7. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of the Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

**10.8. Assignment.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party.

**10.9. Governmental Immunity.** ACPL does not waive governmental immunity by entering into this Agreement and specifically retains immunity and all defenses available to it as a government entity in accordance W.S. § 1-39-104(a) and all other Wyoming law.

**10.10. Liability & Indemnification.** User agrees to conduct the Private Use so as not to endanger any person lawfully present or any property of ACPL or others. ACPL is not responsible for any accident, injury, or loss of property, which may occur in connection with the use of community spaces. Each party shall assume the risk of liability from its own conduct under the performance of this Agreement. Neither party agrees to insure, defend or indemnify the other.

**10.11. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

**10.12. Termination of Agreement.** In addition to other termination provisions herein, this Agreement may be terminated by ACPL upon Users' failure to perform or violation of any responsibilities under this Agreement. Termination by ACPL may be immediate. ACPL will make reasonable efforts to provide notice to User of termination, but no notice is not required for termination to be effective. Termination of this Agreement is subject to the reservation cancellation provisions of the Community Use Policy.

**10.13. Notice.** All notices required under this Agreement shall be in writing, properly addressed to the designed representative, and provided by email or mailed first-class.

**10.14. Prior Approval.** This Agreement shall not be binding upon either party, and no services shall be performed under the terms of this Agreement, until this Agreement has been reduced to writing, approved by ACPL and User, and signed by their respective representatives.

**10.15. Entirety of Agreement.** This Agreement, consisting of five (5) pages represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

**10.16. Severability.** In the event that any part or provision of this Agreement is declared fully or partially invalid, unlawful, or unenforceable by a court of competent jurisdiction, the remainder of the part or provision and the Agreement will remain in full force and effect, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

**10.17. Time is of the Essence.** Time is of the essence in all provisions of the Agreement.

**10.18. Titles Not Controlling.** Titles of paragraphs are for reference only and shall not be used to construe the language in this Agreement.

**10.19. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach.

**11. Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

**BOARD OF DIRECTORS OF THE ALBANY COUNTY PUBLIC LIBRARY:**

By: \_\_\_\_\_  
Library Director Date

**USER:**

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name and Title