



Malaga Cove Library

Private Social Event Rental Agreement

This library rental agreement (“Agreement”) sets forth the terms and conditions for use of the Palos Verdes Library District (“District”) property located at 2400 Vía Campesina, in Palos Verdes Estates, CA, and/or specific areas of that property, for the purpose of a private social event. For the purposes of this Agreement, a “private social event” is defined as any party, reception, memorial service, baby shower, or any other type of event, that may employ the use of third-party vendors (including, but not limited to, caterers, furniture or equipment suppliers, florists, performers, etc.).

Rental customers are asked to remember that the Malaga Cove Library is a public library and is listed in the National Register of Historic Places, as authorized by the National Historic Preservation Act of 1966.

Because of the uniqueness of our facilities, the library does not allow any activity or event which may result in damage, or disturbance to the facilities, or which may interfere with public use of the library during open hours. Activities or events at the library must be appropriate for the facilities. Decisions regarding the use of the facilities are made with these principles in mind. The library reserves the sole right to determine appropriate use and to interpret these terms and conditions.

Terms and Conditions

- I. The signed contract will grant facility use for a single occasion only, unless otherwise specified.
- II. Rentals of the Malaga Cove Library for private social events occur on an hourly basis. Rental costs related to use of these spaces can be found on the PVL D website or by contacting the PVL D Administration Office.
- III. Policies for the use of District facilities, including the Malaga Cove Library, are outlined in Section 6000 of the District’s Policies and Procedures Manual (attached as Appendix A). Behavior policies are outlined in the Code of Conduct (attached as Appendix B). Renters agree to abide by these policies in addition to this Agreement. These policies include, but are not limited to, the following:
 - A. Illegal activities are expressly prohibited. This includes, but is not limited to, the use of illegal drugs or the use of alcohol by persons under the age of 21.

- B. Smoking is prohibited anywhere on the Malaga Cove Library premises.
 - C. No open flames are allowed anywhere on the Malaga Cove Library premises, including the garden.
 - D. Failure to comply with provisions of the facilities use policies may result in cancellation of the access agreement and denial of access to facilities in the future.
 - E. No animals shall be permitted in the building except for service animals.
 - F. Palos Verdes Library District accepts no liability for use of the facilities.
- IV. The rental customer shall only be entitled to use those portions of the facilities designated in its agreement with Malaga Cove Library. Rental of one portion of the library's facilities does not confer any right to use any other portion of the facilities. The maximum capacity for each rental space at the Malaga Cove Library is defined in the Policies and Procedures Manual (Appendix A). The maximum capacity for a private social event in the Malaga Cove Gallery & Garden (the largest space available at the Malaga Cove Library) is set at 70.
- V. All fees are payable at the time of reservation, including a security deposit equaling 50% of the rental fee. The reservation of the date of the event is completed only after receipt of the security deposit and fees.
- A. The security deposit is refundable pending a post-event inspection.
 - 1. The security deposit may be forfeited in total or in part for reasons listed in sections VIII, IX, X, and XII, but not limited to these alone.
 - B. The rental fee and the security deposit are also refundable for cancellations received 15 days prior to the event date, less a \$45.00 administrative fee.
- VI. Rental customers are responsible and liable for ensuring that all activities conducted on the premises are in accordance with the District's Code of Conduct (Appendix B) and respect the rights and privileges of all concerned.
- VII. Articles and property of rental customers will be allowed on the premises only during the agreed upon use periods. Malaga Cove Library assumes no responsibility and no liability for such items at any time. Storage is not allowed beyond the specified date of the rental.

- VIII. If the rental customer or any of the renter's staff, volunteers, vendors, participants, invitees, licensees, and/or any individual(s) on or near the facilities and/or District equipment as a result of the renter's use of the facilities and equipment under this Agreement cause damage to library property or equipment, other than ordinary wear and tear, the renter shall pay any costs associated with repairing the damage and restoring the facilities and equipment to their condition prior to the renter's use thereof. This includes any state of the facility that requires excessive or specialized cleaning. The renter's deposit shall be applied to any costs under this section and the renter will be responsible for any additional costs in excess of the deposit.
- IX. No deliveries will be allowed in advance of the agreed upon rental dates; everything must be delivered to and removed from the property within the contracted rental period on the day(s) of the event. Deliveries arriving outside of the contracted rental period will be refused.
- X. Rental customers (individual or group sponsor) employing or using the services of third party vendors will be required to obtain special event insurance coverage with a minimum liability limit of \$1,000,000 with their own insurance carrier and provide a certificate of insurance naming Palos Verdes Library District as an additional insured. Failure to adhere to this policy will result in forfeiture of the security deposit.
- XI. Malaga Cove Library requires its own on-site staff member to be present during events.
- XII. Events, including all music and service, must end by 9:00 p.m. Pacific Time. All PVLD property (including the Olmstead Garden and the Malaga Cove Library parking lot and driveway) must be completely vacated by 10:00 p.m. Pacific Time. Violation of these time limits will result in forfeiture of 100% of the security deposit.
- XIII. No structures (e.g., platforms) may be brought onto Malaga Cove Library premises without prior permission. Decorations must conform to the local fire regulations. Decorations to be affixed to walls or ceilings must be approved in advance by library staff. If there is an art exhibit during the event, the walls are not available and the art must remain in place.
- XIV. Malaga Cove Library's Facilities Manager must approve the setup for the event at least two weeks in advance, and no changes to the setup will be allowed within two weeks of the event.
- XV. The kitchen is included in the cost of the event. It is to be used only for staging and serving pre-prepared food. Cooking is NOT allowed in the kitchen because it is not a licensed commercial kitchen. Use of the oven and/or stove top is strictly prohibited.

- XVI. Behavior or activities that are offensive, abusive, illegal, or which may result in the endangerment of guests, staff, visitors, equipment, or facilities are expressly prohibited. Library staff may require that individuals engaging in such behavior leave the premises. Staff may terminate any event at any time, if, in their reasonable judgment, the event endangers guests, staff, visitors, equipment, or facilities. Staff shall strictly enforce the Terms and Conditions of this Agreement. The rental customer is responsible for the behavior of its guests, invitees, vendors, and agents while they are at the library.
- XVII. Malaga Cove Library staff will monitor music volume throughout the event. As Malaga Cove Library is located in a residential community, respect for our neighbors is mandatory. Amplified music is not allowed outside. A request by any Malaga Cove Library staff member to reduce the volume inside must be honored. Music must be turned off prior to 9:00 p.m. Pacific Time. Malaga Cove Library's sound equipment may be rented by prior agreement.
- XVIII. Parking is available in the library parking lot, which is located behind the library on Via Pinale. The parking lot at the Palos Verdes Estates City Hall may be used for overflow. Disabled parking is available in the library's driveway on Via Campesina. The driveway may be used for delivery, but vehicles may not park there. Street parking at the Malaga Cove Plaza is discouraged. Using a valet service is strongly encouraged.
- XIX. Malaga Cove Library in its sole discretion reserves the right to suspend or cancel any reserved facility use.
- XX. Applicant, applicant organization, and/or applicant organization's agent agrees to accept full responsibility, to hold Malaga Cove Library harmless, to defend Malaga Cove Library against claims, and to indemnify Malaga Cove Library for all fees, costs, and damages incurred for any loss or injury to person(s) or property on Malaga Cove Library's premises, or elsewhere arising out of being on Malaga Cove Library's premises by anyone associated in any way with this event.

Agreement

- A. The undersigned agrees to all Terms and Conditions outlined herein, and hereby makes application to the District for the use of the premises and certifies that the information given is correct.
- B. The undersigned further states that they have the authority to make this application and agrees that the applicant will assume all responsibility for any infraction of the rules and regulations as stated in this Agreement and in the District's Policies and Procedures.

C. The undersigned assumes full responsibility for damage to or loss of equipment or furnishings.

D. The undersigned has read and understands all applicable District policies.

Print Name

Daytime Phone Number

Signature of Rental Customer/Responsible Party

Date

Updated May, 2023