

**Policies and Procedures for the
Use of the Breckenridge Grand Vacation Community Center and Summit County South Branch
Library Meeting Room Facilities**

See Also: Fee Policies and Procedures

I. Purpose. The purpose of these policies and procedures is to establish guidelines regarding the use of the meeting room facilities of the Breckenridge Grand Vacation Community Center and Summit County South Branch Library (the “Center”). The Board of County Commissioners of Summit County, Colorado (the “County”), reserves the right to change the hours for facility use, office business hours and any other policies set forth herein. These policies are also drafted to fully comply and adhere to the First Amendment of the United States Constitution, Article II, Section 10 of the Colorado Constitution, and all other laws, rules and regulations of the State of Colorado and the United States Government regarding the rights of free speech, assembly, and association. Nonetheless, these policies and procedures are also drafted for the purpose of providing reasonable protection and accommodation for the first amendment rights of all citizens in the use of County property and facilities, and to allow for public speech and assembly at reasonable locations while preserving the ability of the County to perform and protect the primary functions of such property and facilities. In promulgating these policies, the Summit County Government finds that it is of the utmost importance to ensure that all residents of and visitors to Summit County, as well as agents, employees and officers of the Summit County Government, are not deterred from utilizing and enjoying the primary function of such buildings and facilities due to a situation where they are subjected to intrusive speech unrelated to such primary functions, and in turn rendered a vulnerable or constricted audience as a result of their presence to fulfill such primary purpose.

The County reserves the right, when plainly necessary and appropriate, to apply these policies and restrict use of certain buildings and facilities, in a manner which may have the secondary effect of limiting certain broad types of content of speech, such as commercial or political speech, when narrowly tailored and reasonably necessary to maintain the limited and designated nature of the forum in question. Nonetheless, in the application of these policies, the County does not intend to engage in or condone any activities, or render any decisions, which in any way result in the discrimination of any viewpoint at any time.

II. General Policy. It is the policy of the Town of Breckenridge Council (the “Town”) and Board of County Commissioners of Summit County, Colorado (the “County”) to promote the use of the Center’s meeting rooms (the “Meeting Rooms”) by governmental and quasi-governmental organizations and for meetings related to government or civic operations and issues. Use and operation of the Meeting Rooms is specifically subject to the 103 South Harris Street Building Lease and the South Branch of the Summit County Library at the Breckenridge Grand Vacations Community Center Operational Plan, dated January 9th, 2015, as it may from time to time be amended (the “Lease and Plan”). These policies supersede any existing policies and procedures for the Center. The County and Town reserve the right to change the hours for meeting room use and any other policies set forth herein. Exceptions to these policies need to be approved by the Summit County Government Manager’s Office.

III. Facilities Available to the Public. The Center’s Meeting Rooms shall be available for use from 8 am – 8 pm Monday through Sunday for **noncommercial use by the general public, including: public or private nonprofit organizations, civic organizations, religious groups, community oriented groups, and residents of the Town of Breckenridge and Summit County.** Meetings or activities that extend beyond these operating hours require an exemption by special action by the County Manager or his/her designee. The rooms are not available for booking during Summit County Government holidays or when booked for elections.

Meeting Room users may not conduct any illegal activities on the premises nor may users engage in activities which, in the opinion of the County and Town, create excessive noise or other disturbances,

or risk of injury to persons or property. Provided, nothing herein shall be deemed to create a duty on the part of the County or Town to inspect, police, or otherwise regulate the activities conducted on the premises. In no event shall any use disrupt, interfere or impede the operations in the Center.

A complete description of the Meeting Rooms, seating capacity, and available equipment may be obtained online at SummitCountyLibraries.org or from the South Branch Library circulation desk located at 103 South Harris Street Breckenridge, CO 80424.

IV. Scheduling.

All scheduling of the Meeting Rooms will be done on a first come first served basis subject to the scheduling priorities stated in the following scheduling cycle:

A. The County may reserve available meeting rooms, including the kitchen facility, at any time up to thirteen (13) months in advance of the date of their planned event/use. The County may only schedule meeting room space under the scheduling system specified herein for actual events, and may not reserve scheduling segments if no use is currently planned for that time period. The County shall have the right to pre-schedule and use the meeting room(s) up to twenty-five percent of any eight month period in accordance with the terms of the Lease and Plan.

B. The Town and Town designated entities (Building Tenants) may reserve available meeting rooms, including the kitchen facility, at any time up to twelve (12) months in advance of the date of its planned event/use. The Town may only schedule meeting room space under the scheduling system specified herein for actual events, and may not reserve scheduling segments if no use is currently planned for that time period.

C. All users may reserve available meeting rooms, including the kitchen facility, up to six (6) months in advance of the date of their planned event/use.

Hours of Operation: The meeting rooms are available for use from 8 AM to 8 PM. Any additional use must be approved in advance by the County Manager and may incur additional fees to cover staff time. For meetings or activities that extend beyond normal operating hours, please be advised that you may not prop the building doors open for late arrivals and you may be subject to noises associated with custodial services taking place in the building. No maintenance or IT support will be available for the meeting rooms outside of library hours.

V. Applications for Use and Reservations. All applications and reservations for the use of the Meeting Rooms must be made through the South Branch Library staff. Email reservations may be sent to SBLmeetingrooms@summitcountyco.gov. Phone reservations may be made by calling the South Branch Library at (970) 453-3544. First Time applicants for use of the Meeting Rooms other than County or Town users must complete an Application for the Use of County Facilities and User Agreement (“Application”). The applicant must be a person who will be present at the meeting or event. The Application must be submitted by mail, in person or via email (SBLmeetingrooms@summitcountyco.gov) for approval to the South Branch Library no more than six (6) months and no less than seven (7) days in advance of the event. Approved Applications will be kept on file at the South Branch Library for the current year. Repeat applicants must update their Application annually. Subsequent reservations by previously approved users of the facilities may be made by phone or email no more than six (6) months and no less than two (2) days prior to the event. Same day reservations are only available at staff discretion and availability.

Organizations other than the Town, County and Center tenants reserve space with the understanding they may be asked to find alternate meeting space if a Town or County department requires use of the facility, and the Town or County will endeavor to relocate the reserved event to another Town or County facility.

VI. Fees. The Town and County reserve the right to establish fees for the use of the Center meeting room facilities and equipment. Fees shall be paid prior to the event or within 30 days of receipt of an invoice. Any user failing to pay for the use of the Center's meeting room facilities or for damages assessed by the County will be denied future use of any County or Town meeting room facilities until all accounts are paid in full.

- A. The Center's Meeting Rooms will be provided free of charge for the following user groups:
 - a. Town and County departments or divisions;
 - b. Town and County funded organizations;
 - c. Organizations leasing space in the building.

B. The Center's Meeting Rooms will be provided for an HOURLY FEE (See Fee Policies) to all other approved users.

C. The Center's kitchen facilities will be provided free of charge for all approved users.

D. The user may not charge a fee for entrance to the scheduled meeting or activity. If additional costs are incurred, such as custodial services, employee overtime, or utility costs, the County will assess the organization a charge based on the County's cost.

E. Payment for any applicable use fee must be made by check or card separately from any applicable key and damage deposit. All checks should be made payable to "Summit County Government."

F. Special Requests for exemptions from this section must be submitted to the County or Town Manager at least one (1) month prior to the scheduled event. The County and Town reserve the right to deny any request.

G. Applicants may not charge fees for participants to enter the scheduled meeting or activity.

VII. Key and Damage Deposit. In addition to the Center's fees discussed above, a damage deposit in the amount of One Hundred Dollars (\$100.00), or Three Hundred Dollars (\$300.00) for events involving alcohol, will be charged to all users unless specifically exempted by the County Manager or his/her designee. Payment for the "damage deposit" must be made by check separately from any applicable usage fee. All checks should be made payable to "Summit County Government." If a key is not returned, Summit County Government reserves the right to retain the deposit.

VIII. Audio-Visual Equipment. Limited access to certain County/Town-owned equipment located in the Center is available for use by applicants. Applicants must request equipment at the time the room is reserved. No training or technology support is provided along with the equipment. Basic "how-to" information may be available from County staff during normal South Branch Library operating hours. Additional AV services and technology support must be obtained by an appropriate third-party provider. The County may require a deposit or fee for the use of County/Town-owned equipment. The applicant must provide supplies for the equipment. The County and Town will not be responsible for supplies. Users will be responsible for the reasonable cost of repair or replacement for any equipment that is lost or damaged.

IX. Kitchen. Use of the Center's kitchen facilities are subject to the following requirements:

- A. Any use of the Center's kitchen facilities is prohibited unless such use was specifically applied for by the user and authorized by the County.

- B. All applicants who use the kitchen agree to complete a kitchen check-out list detailing the condition of all equipment, cleanliness, and professional procedures for kitchen closure.
- C. The applicant must bring in all food.
- D. No access to refrigeration or freezer space is permitted outside the hours the user has reserved the space.
- E. The kitchen must be left in an orderly, clean and sanitary condition as detailed in the kitchen check-out list.
- F. Kitchen use must be conducted in compliance with all applicable state and local laws, rules and regulations.
- G. Any violations of kitchen policies may result in additional charges to the applicant.

X. Clean-up. The Center (including kitchen facilities, Meeting Rooms, bathrooms and common areas) must be returned/left in an orderly, clean and sanitary condition and must be approved by the South Branch Library Manager or his/her designee or the key and damage deposit will be forfeited. Further, any costs not covered by the damage deposit for clean-up of the Center will be charged to the user. This includes emptying full trash containers, emptying full recycle bins, sweeping major litter or food debris off floors, sanitizing tables, and replacing all tables, chairs and equipment according to the room layout diagram. Users cannot store materials and supplies in the Meeting Rooms without permission from South Branch Library staff.

XI. Cancellation. Cancellations by users must be reported as soon as possible to the South Branch Library staff or County Manager's Office during regular business hours. Failure to notify the South Branch Library at least forty-eight (48) hours prior to the scheduled event will result in forfeiture of any fees already charged and may result in the loss of any future reservations the organization may have. Users which fail to appear for a scheduled event and fail to cancel such event are not entitled to a refund of any fees already charged and may lose any future reservations that the organization has.

XII. Emergency. In the event of an emergency or energy conservation program, the County and Town reserve the right to withdraw the use of the facilities for all use other than official Town and County use.

XIII. Political Activity. No political meetings or other political activities, such as candidate appearances for elective purposes, rallies for candidates for public office, or political fund raising events are allowed in the Meeting Rooms. For purposes of these policies and procedures, "political activities" do not include regular, special or emergency meetings of the Summit County Board of County Commissioners, the Breckenridge Town Council, any County or Town departments, or any local planning commission.

XIV: Indemnification. The applicant, by signing the Application for Facility Use and User Agreement, agrees to indemnify the County and Town for all claims arising out of the applicant's use of the Center, including personal injury, bodily injury, and property damage claims. The applicant agrees to return County/Town-owned property to the County/Town in the same condition as the property was received prior to use, including without limitation, picking up litter and other materials. Groups and organizations will be held responsible for any damages to the County/Town property and must report such damage to the South Branch Library staff. Private property brought onto County or Town grounds is the sole responsibility of the owner. The County and Town assume no responsibility for damage to or loss of private property or for personal injury that may occur on County or Town property.

XV. Insurance. As a precondition for use of any Meeting Room for a gathering or event at which alcoholic beverages have been approved by the County to be served, the user shall carry, at its own expense, in reliable insurance companies satisfactory to the County and authorized to do business in the state of Colorado, comprehensive and liability insurance coverage with minimum limits of One Million

Two Hundred Thousand Dollars (\$1,200,000.00) combined single limit for all personal injury or property damage resulting from any one occurrence including broad form property damage and personal injury liability insurance coverage. Prior to the scheduled event or gathering, the user shall deliver to the County Manager's Office certificates in a form acceptable to the County evidencing the existence of the insurance provided for the above criteria. The County and Town shall be named as an additional insured parties on such certificate.

XVI. Non-Discrimination. Center facilities shall be equally available and accessible to all persons without regard to race, color, creed, national origin, religion, sex, political ideology or any other similar factor.

XVII. Supervision. Adult Supervision must be provided in all rooms where those under 18 are present. For youth activities it is recommended that there be at least one adult for every fifteen (15) youths present.

XVIII. Violations and Misrepresentation. The County or Town may cancel any use of the Center's facilities at any time if the reserving party violates any policy herein or misrepresents the nature of the group to the County or Town. Any such violation or misrepresentation may also result in the denial of any future use.

XIX. Denial of Request. The County and Town reserve the right to refuse approval for the use of the Meeting Rooms by any user or user group when it is deemed that such action is necessary and in the best interest of the County. The use of the Meeting Rooms may also be denied for the following reasons:

- A. Requested activity would block building access or walkways, or interfere with the ongoing operation of the Center or official County or Town business;
- B. Proposed activities are inappropriate for the size or physical features of the Center or the Meeting Room(s) to be utilized will either be denied or rescheduled;
- C. Prior misuse or abuse of privilege to use any County or Town buildings, facilities, or equipment may result in denial of future use to any individual user or user group;
- D. Any activities deemed to be a threat to or unacceptably compromise the public health, safety, security and general welfare, or the efficient and safe operation of the Center;
- E. No commercial activities will be permitted, space will not be reserved to any business for the purpose of making a profit;
- F. Failure to follow the policies and procedures established by the County or Town.

XX. Tobacco. Tobacco use is prohibited in the Center and in the immediate vicinity of the entrances and open windows to the Center. Smoking areas may be provided outside the building, as designated by the Town or County.

XXI. Alcohol. Consumption of alcoholic beverages in or around the Center is **prohibited** unless specifically authorized by the County. Alcoholic beverages may be served at the Center with the prior approval of the County Manager or his/her designee, and in accordance with all applicable state laws and requirements of the County and Town.

Approval to serve alcoholic beverages must be requested at the time the room is reserved and preferably not less than 3 months prior to the event. Users serving alcohol may be required to provide additional security at the user's expense.

Approval requires 1) Proof of indemnification and 2) Proof of insurance as set forth in Section XIV 3) Completion and submission of Request for Approval of Alcohol Use form 4) If liquor will be sold a

Special Event liquor license may be required, details of which can be provided by the Town of Breckenridge Clerk.

XXII. Food and Beverages. Food and non-alcoholic beverages may be served in the facilities provided that the user is responsible for all cleanup of the room. When additional costs are incurred by the County or Town for custodial services, they will be charged to the user as provided in Section X.

XXIII. Bicycles. No bicycles are allowed in the Center or any meeting room facility reserved for use. Bicycle racks are available on the property.

XXIV. Skis, Skateboards, Ski Boots, Snowboards, and In-line Skates. Skis and snowboards are prohibited in the Center. Ski boots, skateboards and in-line skates may not be used or worn inside the Center or meeting room facilities and must be removed before entering.

XXV. Animals. All animals are prohibited from being brought into the Center unless specifically allowed by the County or Town Manager or his/her designee. This exclusion does not apply to patrol dogs accompanying security or police officers, or guide and service animals accompanying blind, visually impaired, deaf, partially deaf, and otherwise physically disabled persons, or being trained for such service, or for special programs with the Summit County Animal Control Department.

XXVI. Vendor/Solicitation. Other than Center tenants and those vendors or solicitors working with Center tenants vendors or solicitors may not display, sell or solicit for the purpose of selling to Center employees or the public, any goods or services at the facility unless prior approval is obtained from the County or Town Manager or his/her designee.

XXVII. Loitering. Loitering at the Center is prohibited.