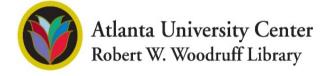
# BRAWLEY GREENSCAPE & PEDESTRIAN PARKWAY

# **General Use Guidelines and Rental Policies**





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The Atlanta University Center (AUC) Robert W. Woodruff Library's Brawley Greenscape and Pedestrian Parkway is an outdoor area intended to be enjoyed by students, faculty and other members of the AUC. Reading, studying, socializing and organized events are some of the activities that can be enjoyed in the Greenscape. To ensure a safe and pleasant environment and to maintain the beauty and functionality of the space, the following policies and procedures have been implemented and must be observed by everyone who uses the Greenscape.

Note: Throughout these guidelines, "the Library" denotes the Library's Administration.

#### **GENERAL USE GUIDELINES**

The Library maintains certain expectations regarding conduct during use of the Greenscape. For students, faculty and staff of the AUC institutions, conduct relating to these general use guidelines will be governed by the same community standards and code of conduct as the individual's or group's affiliated institution and addressed by said institution and Library Security Services. For those Greenscape users who are not affiliated with an AUC institution, conduct relating to these general use guidelines will be enforced by Library Security Services, including contacting local law enforcement as necessary.

#### A. Hours of Operation

1. The Greenscape is open to students, faculty, members of the AUC community and the public. It is open from 8 a.m. - 11 p.m. daily.

#### B. Use of the Greenscape

- 1. The use of the Greenscape for an event is at the sole discretion of the Library and requires written consent from the Library. This includes, but is not limited to, hosting special events, setting up displays, selling products or services, distributing flyers, fundraising, advertising of any kind, etc.
- 2. The Library is not responsible for lost, stolen or damaged personal property.
- 3. Intoxicants, drugs, firearms and gambling in any form are strictly prohibited.
- 4. Overnight sleeping and camping is not permitted within the confines of the Greenscape.
- 5. It is prohibited to climb any tree, fence, light post or railing within the Greenscape or to use any structure or furnishings within the Greenscape for anything other than the purpose for which it is intended.
- 6. It is prohibited to deface, move or remove any sign, notice or label placed in the Greenscape by the Library.
- 7. Written approval from the Library must be obtained prior to hanging signs, posters or banners. No signs, posters, banners or decorations may be tied or hung on trees, shrubs or other vegetation.
- 8. The use of chalk or paint on grassy areas, sidewalks or other surfaces in the Greenscape is strictly prohibited.
- 9. No boisterous, indecent or vulgar language will be tolerated, nor any public nuisance permitted.
- 10. Loud noise is strictly prohibited. Use of speakers or other amplified sound is not permitted without the expressed written consent of the Library. Music with profanity, racially-offensive or misogynistic language is not permitted.
- 11. Visitors are prohibited from cutting flowers or destroying, removing or defacing any plants, grass, trees or shrubbery.
- 12. It is prohibited to drop, throw, scatter or leave any type of litter. Please use the available trash receptacles.

- 13. It is prohibited to have an open fire in the park. Grills, cookers, deep fryers and boilers are not allowed. Outdoor food preparation equipment (e.g. grills/cookers/deep fryers/boilers) is allowed only with the expressed written consent of the Library.
- 14. Glass containers are not permitted in the Greenscape.
- 15. Only authorized vehicles are permitted in the Greenscape and then only on designated areas. No motorized or battery-operated vehicles are permitted on lawns or planted areas.
- 16. The use of skateboards, hover boards and other self-balancing scooters, battery operated scooters, hands-free Segways and other similar equipment is not permitted.
- 17. Drones and remote-controlled vehicles/toys are not permitted.
- 18. Alcohol is prohibited in the Greenscape unless a special event organizer has obtained written consent from the Library. All laws governing the use of alcohol must be complied with and under no circumstances is alcohol to be served to individuals under 21 years of age. It is the responsibility of the event organizer to ensure that these laws are enforced. Alcohol is never permitted at student-sponsored events. Organizers of events sponsored by a member of the AUC community must adhere to the policy governing the use of alcohol for their institution. The sale of alcohol is prohibited at events held in the Greenscape.
- 19. The Greenscape is a smoke-free zone. The Library does not permit smoking of any type, including, but not limited to, cigarettes, e-cigarettes/vaporizers, pipes or cigars.
- 20. Only service animals are permitted in the Greenscape. Pets are not allowed.
- 21. Organized team sports, including, but not limited to intramural or local league games, are not permitted in the Greenscape.

#### C. Peaceful Assembly

1. As part of the AUC community, the Library respects freedom of speech and expression through peaceful assembly. By law, only peaceful assembly will be protected and permitted in the Greenscape. Peaceful assembly includes: meetings, debates, demonstrations, marches, vigils, sit-ins, rallies, protests, picket lines and similar meetings and gatherings. The Library must be informed in advance and provide approval for use of the Greenscape for any peaceful assembly. The sponsoring body must sign a release of liability.

#### D. Security

- 1. The Greenscape is monitored via closed circuit cameras 24 hours a day. Additionally, Library Security Services will have a presence in the Greenscape during library hours.
- 2. In a collaborative effort to ensure a safe, pleasant environment, campus police officers from Clark Atlanta University, Morehouse College and Spelman College will also provide security services, as necessary, during and after library hours.
- 3. Any tampering or interference with security cameras is an act of vandalism and is strictly prohibited.
- 4. Those approved to use the Greenscape may be required to hire additional sworn security officers to monitor events (see Rental Guidelines section for details).

#### E. Technology

- 1. Public Wi-Fi is available in the Greenscape.
- 2. The use of cell phones, laptops, tablets, e-readers and similar personal computing devices are permitted. All other electronic devices, such as drones and other remote-controlled devices and toys, are prohibited without the written consent of the Library.
- 3. The Library is not responsible for lost, stolen or damaged electronic devices.

#### F. Filming/Photography

- 1. Commercial or professional photography is permitted in the Greenscape with the written consent of the Library. A fee may be required for use. Please contact the Library's Communications Manager at 404.978.2114 to coordinate all photography shoots.
- 2. The Greenscape is available for use in both student and commercial films. The same rental policies and procedures apply to renting the space for filming as for any other special event. Please contact the Communications Manager at 404.978.2114 to coordinate all filming activities.
- 3. Large-scale film projects can only take place with the written permission of the Library. The Library needs at least ten (10) business days for any proposed filming activity to be considered. The following information must be provided:
  - a. The name of the production company
  - b. Type of production
  - c. The script or synopsis and shoot schedule
  - d. Proposed activity, including proposals to film subjects of a controversial nature
  - e. Proposed length of shoot
  - f. Contact name, phone number and email address
  - g. Details about the scale of the production in terms of personnel and vehicles
  - h. Proposals to use special effects, rain or snow machines, or stunt work on public footways or carriages
  - i. Proposals to alter or disguise property
  - j. Detailed plans for any pre-filming scouting (Please note that all such scouting must take place in the company of a Library representative.)
- 4. No filming will take place without a signed contract that outlines the terms agreed upon between the Library and the production company. Any rental fee for the use of the Greenscape is at the Library's discretion and must be paid before production begins.
- 5. The time coverage outlined in the agreement begins when the first production vehicle arrives and ends when the last vehicle leaves the last day of the shoot.
- 6. The production company is responsible for providing evidence of viable insurance policies within three (3) business days of the first day of shooting. The production company also will need to secure adequate City of Atlanta permits within this same timeframe. A copy of these forms should be submitted to the Library for our records.
- 7. A Certificate of Insurance naming the AUC Woodruff Library as additionally insured for the day(s) of the shoot must be provided, as follows and for not less than:
  - a. \$5 million All feature/television productions
  - b. \$3 million All documentary productions
  - c. \$1 million All still photography/small video productions

A Certificate of Insurance must be from a licensed insurance carrier and the carrier's license must be current and in effect through the filming. The address for the certificate should read:

Atlanta University Center Woodruff Library
111 James P. Brawley Drive SW
Atlanta, GA 30314

#### G. Vendors

1. Vendor approval is at the sole discretion of the Library. Vendors can only sell items and services approved by the Library prior to the event. Library Security Services reserves the right to remove any unapproved vendors and products. All vendors must be licensed.

#### H. Parking

 The Library has a limited number of public parking spots available at a daily rate. See the Library's public parking policy on our website at <u>www.auctr.edu</u>. Parking is also available in garages and lots that are open to the public on the AUC member college and university campuses.

#### I. Lost Property

1. The Library is not responsible for lost items; however, every attempt is made to return found property to its rightful owner. Lost and found items can be retrieved from Library Security Services. Visit the security desk located at the front entrance of the Library to inquire about a lost item. You can also call 404.978.2073 or email librarysecurity@auctr.edu.

#### J. ADA Accessibility

1. The Greenscape complies, as required, with all aspects of the ADA.

#### K. Emergencies

- 1. In case of emergency, call 911.
- 2. For questions regarding security and non-emergency situations, call Library Security Services at 404.978.2073 or email librarysecurity@auctr.edu.

#### L. Restrooms

- 1. The Library's restrooms are strictly for library users visiting the inside of the Library.
- 2. All events, assemblies, etc. must provide restrooms for outdoor use.

#### **RENTAL POLICIES**

#### M. Rental of the Greenscape

- 1. Rental of the Greenscape is at the sole discretion of the Library.
- 2. The Greenscape is to be used primarily by students, faculty and alumni of the AUC member institutions as well as visitors to the Library; however, the area is also available for rental by others for special events.
- 3. Use of the Greenscape for political events or activities does not constitute an endorsement by the Library. Any advertisement must include the following disclaimer:

"This event is sponsored by	The use of the Brawley Greenscape
and Pedestrian Parkway does not co	onstitute an endorsement by the AUC Woodruff
Library of any activity or individua	I associated with the event or its organizer."

- 4. All requests for the use of the Greenscape must be submitted to the Library's Administration Office. The Rental Agreement can be found on the Library's website at <a href="https://www.auctr.edu">www.auctr.edu</a>. The completed form can be submitted by email or in person to the Library's Administration Office.
- 5. The Rental Agreement form must be submitted at least ten (10) business days in advance of the event. Rental dates are assigned on a first-come, first-serve basis.
- 6. Greenscape rental is not confirmed until you receive a confirmation email from Library Administration. Events should not be announced or publicized until your receipt of this confirmation. After you have received your confirmation, you are responsible for all fees. If an event must be rescheduled, contact the Library's Administration Office.
- 7. Students, faculty and staff of the AUC are not permitted to use their privileges to access space, resources or services on behalf of non-AUC individuals, groups or commercial entities in order to avoid fees or receive reduced fees.
- 8. The time necessary for set-up and take-down, including clean-up and disposal of trash, should be considered when reserving the space.
- 9. Electricity is available. Generators are not permitted.
- 10. For weddings and similar events, accessories such as rice, artificial flower petals, candied almonds, etc. are not permitted. Bubbles, real flower petals and bird seed may be used if an aisle runner is used and they are cleaned up afterward.
- 11. Candles, fireworks, torches, paper lanterns, sparklers and other fire-lit items are not permitted.
- 12. All tent stakes must be secured in weighted buckets, barrels or a similar item to minimize the risk of puncturing underground watering lines and damaging lawns. Stakes of any kind are not permitted in the ground.
- 13. Moonwalks and other inflatables are not permitted on the Greenscape without expressed written approval from the Library.
- 14. Plant material or furnishings may not be disturbed, relocated or damaged in any way. Event organizers will be assessed fees for damage.
- 15. Photographs of your event may be taken by the Library for educational or promotional purposes. Any such photography would not interfere with your event or your professional photographer and will not be sold; however, they may be used on the Library's website, social media accounts or in marketing materials.

#### N. Restroom Access

1. Event organizers are required to rent portable restrooms to accommodate their guests and attendees. A list of recommended vendors will be provided. The Library Facilities staff will also provide direction as to the appropriate placement of portable restrooms in the space.

#### O. Additional Security

- Library Security Services can be hired to provide security for special events at a rate of \$35
  per hour per officer. Special event security requires a minimum of seven business days'
  advance notice. The presence of a sworn officer may be required at an additional cost based
  on the nature and size of the event. If you are not sure if security will be necessary, contact
  the Library's Administration Office.
- 2. Security personnel assigned to special events have the primary purpose of providing a reasonably safe and secure environment. If an accident, injury, disruption or criminal incident occurs, security on duty will take appropriate action, including notifying the Atlanta Police Department as necessary. Some specific duties that security personnel are prohibited from performing include: ticket taking or ushering, carding individuals to ensure student status and/or legal drinking age and collection of ticket money.
- 3. The hours that security will be needed must be specified at the time of the request. Library Security Services reserves the right to alter the hours and times based on the circumstances of the event. Changes to the scheduled hours may not be made without prior approval from the Library. If the sponsoring party shortens the event without approval, security personnel will be paid for the hours originally scheduled, and the event organizers will be billed accordingly.
- 4. Library Security Services cannot be responsible for unforeseen circumstances such as inclement weather conditions, speaker cancellation, equipment failures, etc.

#### P. Clean-up and Trash Removal

- 1. Event organizers are expected to clean up after their event. It is the expectation of the Library that the Greenscape will be left in the same condition it was in prior to the event.
- 2. All trash should be bagged and placed in the dumpster at the rear of the Library.
- 3. The damage deposit may be forfeited if the Greenscape is not left clean and orderly after the event.

#### Q. Fees

- 1. Fees may be waived by the Library Administration for the following types of activities:
  - a. An event sponsored by a recognized AUC student organization or AUC university or college division/department when an admission fee is not charged and the event is open to the entire AUC community.
  - b. A meeting, other than a social gathering, of a recognized AUC student organization or AUC university or college division/department.
  - c. A restricted event sponsored by a recognized AUC student organization or AUC university or college division/department planned primarily for people outside the AUC community when there are no membership dues, enrollment or registration fee, gifts or grants, to cover all or part of the expenses.
- 2. Examples of when a fee may be charged are as follows:
  - a. Any event sponsored by a recognized AUC student organization, AUC university or college division/department when an admission fee is charged.
  - b. A restricted social event sponsored by a recognized AUC student organization, AUC university or college division/department planned primarily for members of the sponsoring group.
  - c. A restricted event sponsored by a recognized AUC student organization, AUC university or college division/department planned primarily for the benefit of people outside of the AUC community.

- d. A restricted event sponsored by an individual faculty or staff person.
- e. A private, social event.
- f. All student events will require the signatures of a faculty advisor, the appropriate institution's dean of students and a representative from the appropriate institution's campus police on the rental agreement form for approval. Additionally, a faculty advisor will be required to attend and remain for the duration of the event.
- 3. The rental fee for the Greenscape starts at \$1,500.00. The exact fee will be determined by the Library Administration.
- 4. The payment and collection of fees is the responsibility of the Library's Business Office. Payment may be made by Visa, MasterCard, cashier's check or money order. No personal checks will be accepted. Full payment is due two (2) business days prior to the event. A site deposit of 25% may be required in advance of the event. The site deposit will be applied to the total amount due. Payments can be made in person at the Library or be mailed to the following address:

AUC Woodruff Library
Business Office
111 James P. Brawley Drive SW
Atlanta, GA 30314

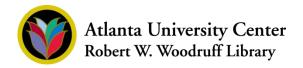
5. A damage deposit of \$500 is required and the Damage Deposit Contract must be completed and submitted with the Rental Agreement when booking an event. The damage deposit must be made via a credit or debit card. The Greenscape grounds will be examined by Library Administration for damage after the event. Following satisfactory inspection of the area after the event, the damage deposit will be refunded. If damage is done to the Greenscape, the cost to bring the grounds back to their original state will be subtracted from the deposit and the remainder returned. If the amount of damage exceeds the \$500 deposit, the credit or debit card on file will be billed to cover the excess amount.

#### R. Cancellation Policy

- 1. Events may be cancelled seven (7) business days before the scheduled event with the loss of the site deposit. Events cancelled after that time must be paid for in full.
- Deposits are non-refundable; however, the Library reserves the right to review this policy on a case-by-case basis. Cancellations due to inclement weather may be considered under this policy, but it is the responsibility of the event organizer to have a back-up plan in the case of inclement weather.
- 3. If an event organizer cancels less than seven (7) business days in advance, the event organizer may be charged in full for Security Services.
- 4. If the event is rescheduled for a later date, that date must be established within a maximum of 30 days after cancellation. A new Rental Agreement must be completed.

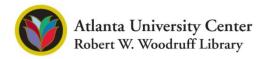
Failure to comply with the Library's policies or federal, state and local law may result in the cancellation of future reservations and/or restriction from future use. The Library does not discriminate on the basis of race, color, religion, national origin, age, disability, sexual orientation, protected veteran status or any other characteristics protected by law. Therefore, discrimination in the use of the Greenscape regarding race, color, religion, national origin, age, disability, sexual orientation, protected veteran status or other protected characteristics is strictly prohibited.

For questions regarding these guidelines, please contact the Library's Administration Office at 404-978.2003 or events@auctr.edu.



## **GREENSCAPE RENTAL AGREEMENT**

Contact Information				
Name of Organization:				
Name of Institution (if applicable):				
Mailing Address:				
Contact:	Title/Position:			
Email Address:	Phone Number:			
Alternate Contact:	Title/Position:			
Alternate Email Address:	Alternate Phone Number:			
I have read the Greenscape Guidelines and Policies and agree to compl	y with them.			
Printed Name:				
Signature:	Date:			
Please attach a copy of your organia	zation's charter and mission statement.			
FOR STUDENT ORGANIZATIONS ONLY: Approval fr	om your institution's Student Affairs Office is required.			
Faculty Advisor:	Phone Number:			
Student Affairs – Printed Name:				
Student Affairs – Signature:	Date:			
Name of Institution:	Phone Number:			
Event Information				
Event Date:	Estimated Attendance:			
Event Start Time:	Event End Time:			
Brief Description of Event:				
Will alcohol be served? YES ☐ NO ☐	Will additional security be needed? YES ☐ NO ☐			
Rental Fees and Payment Information				
Site Rental Fee:	Site Deposit: (25% of rental fee)			
Damage Deposit: <b>\$500</b> (All or a part of the damage deposit may be to	refunded after a post-event inspection by the Library.)			
Security Fee:				
Total Amount Due: (Full payment is due at least two business days before the event.)				
Payment Type: Cash Cashier's Check/Money Order	Credit Card (No personal checks will be accepted.)			
Credit Card Number (required for damage deposit):				
Cardholder's Name:	Zip Code:			
Expiration Date:	Security Code (on back of card):			
I authorize the AUC Woodruff Library to charge the credit card above for the amount indicated.				
Printed Name:				
Signature:	Date:			

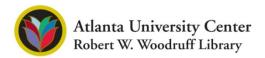


#### GREENSCAPE DAMAGE DEPOSIT AGREEMENT

A damage deposit of \$500 is required and the Damage Deposit Contract must be completed and submitted with the Rental Agreement when booking an event. The damage deposit must be made via a credit or debit card. The Greenscape grounds will be examined by Library Administration for damage after the event. Following satisfactory inspection of the area after the event, the damage deposit will be refunded. If damage is done to the Greenscape, the cost to bring the grounds back to their original state will be subtracted from the deposit and the remainder returned. If the amount of damage exceeds the \$500 deposit, the credit or debit card on file will be billed to cover the excess amount.

The Client agrees to the following: The Greenscape is accepted "as is" and by execution of this Agreement and taking possession of this area, the Client shall be deemed to have accepted these as being in acceptable order, condition and repair. The Client should submit a list of discrepancies to the Library prior to the commencement of the event with photographic evidence, where possible. The Client

agrees to inspect these areas prior to signing the contract to ensure suitability of the Greenscape for the planned event and the anticipated guests or supporting equipment. The Client shall indemnify, defend and hold the Library harmless from and against any and all damages, losses, claims, judgments and costs (including attorney fees), unless caused solely by gross negligence or willful misconduct by the Library's employees.				
Printed Name:				
Signature:	Date:			
RELEASE OF LIABILITY  To the fullest extent permitted by law, all authorized users of the Grabehalf of, indemnify and hold harmless the AUC Woodruff Library of	reenscape agree to defend, pay on or its employees, volunteers, agents			
and others working on behalf of the Library against any and all clair all costs connected therewith, for any damages which may be asse Library, by reason of personal injury, including bodily injury or death loss of use thereof, which arises out of, or is in any way connected Rental Agreement and Liability Waiver. With my signature below, I understand and agree to abide by all Library Conditions, Procedure	erted, claimed or recovered against the h and/or property damage, including or associated with this Greenscape acknowledge that I have read,			
Printed Name:				
Signature:	Date:			



# GREENSCAPE PHOTOGRAPHY AND FILMING LOCATION AGREEMENT

Permission is hereby granted to	, to use the Robert W. W	oodruff/
Library Greenscape for the purpose of photographing and/o	or filming scenes for motion pictur	es with the
right to exhibit, as well as license others to exhibit, all or an	y part of said scenes in motion pi	ctures
throughout the world; said permission shall include the right	t to bring personnel and equipme	nt (including
props and temporary sets) onto said property and to remov	e the same therefrom after comp	letion of work
The above permission is granted the period of from	to	All
fees must be paid two business days prior to the beginning	of the shoot. The Company agree	es that if any
payments are not made by the agreed dates, the Library ma	ay cancel the shoot and terminate	e this
Agreement. The Company further agrees that in the event of	of termination for non-payment, the	ne Library
shall be entitled to, and will retain any monies paid to the Li	brary for charges incurred up to a	and including
the date of cancellation.		

The Company agrees to pay the Library the agreed upon fee, which will be no less than \$1,500. In addition, the Company agrees to pay a damage deposit of \$500 to be refunded at the end of the shoot should the property be left in the same condition at the end of the shoot as it was at the beginning.

At the beginning of the Shoot, representatives of the Company and Library shall inspect the Greenscape, noting any problems, defects, or extraordinary wear and tear that may exist. At the conclusion of the Shoot, representatives of the Company and of the Library shall re-inspect the Greenscape to establish the condition thereof and to determine if there has been any damage sustained during the Shoot. Normal wear and tear is expected and is not considered damage for these purposes. If the Greenscape has been damaged, it shall be noted by a representative of the Library. In the event of any dispute over whether damage to the Greenscape has occurred, the determination of the Library shall be conclusive. The Company agrees that the Library may, at its sole and reasonable discretion, restore the Greenscape to its original condition and, further, the Company agrees to reimburse the Library for the reasonable costs of any such restoration within 15 business days of the Company's receipt of the Library's invoice.

The Company shall defend, indemnify and hold harmless the Library, its officers, employees, agents and students from and against every loss, expense [including reasonable attorneys' fees and costs (including the reasonable value of in-house legal services at a rate equivalent to a comparable attorney in private practice)] liability or payment by reason of any damages or injuries to persons (including death) or property (including loss of use or theft thereof) arising out of or in connection with Company's performance of this Agreement including that of their employees, agents, subcontractors, actors and extras excepting only those claims caused by the sole negligence of the Library. The Company agrees to maintain, at Company's sole cost and expense, a policy or policies of comprehensive or commercial general liability insurance, including bodily injury and property damage, including contractual liability endorsement with limits of not less than \$1,000,000 for each occurrence and \$1,000,000 aggregate. The Company shall submit a certificate of insurance and a letter of endorsement evidencing such coverage and naming The Robert W. Woodruff Library as an additional insured for the Shoot. Company also agrees to maintain business automobile liability insurance in the amount of \$1,000,000 for Company owned, non-owned and hired vehicles and any and all other insurances required by Georgia law, including, without limitation, Workers' Compensation insurance. The Company shall provide evidence of all insurance listed above no less than seven (7) business days before the commencement of the Shoot. Such certificate(s) shall specify that coverage will not be canceled, materially changed, or reduced

without providing 30 days written notice to the Library. Failure to abide by the requirements of this subparagraph shall be grounds for termination of this agreement.

Neither the Company nor the Library shall be liable for failure of the Shoot to commence, proceed or conclude if such failure is caused by or due to a natural disaster that affects the Shoot or causes physical disability to Shoot participants, or because of acts or regulations of public authorities other than the Library, civil tumult, epidemic, interruption or delay of transportation services or any cause beyond the control of the Company or the Library. In the event that the Greenscape is unavailable due to a natural disaster, destruction or any cause beyond the control of the parties, and if the Shoot has not begun, the Library and the Company shall have the independent right to terminate this Agreement. In that event, the Library shall refund all moneys previously paid by Company, except costs paid and/or contracted for, commitments that cannot be canceled and any non-refundable deposits.

The Company shall be responsible for the Library's out-of-pocket expenses actually incurred and/or non-cancelable Library obligations in the event of a change of date or cancellation of the Shoot. All such expenses shall be determined by the Library and will be presented to the Company within 30 business days following any such cancellation. The Company shall reimburse the Library using the credit or debit card previously on file within 15 business days following receipt of the Library's invoice.

The Company must adhere to all City of Atlanta regulations regarding fire and safety protection.

Name of Company:	
Company Representative:	
Title of Company Representative:	
Signature of Company Representative:	Date:
Library Representative:	
Title of Library Representative:	
Signature of Library Representative:	Date: