

This policy refers to programs sponsored by the North Valley Public Library, not to programs presented by those borrowing the Community Room. The Community Room Use Policy outlines the guidelines for borrowing the community room.

## Library Program, Presenter Policy & Contract

Board reviewed and last updated this policy on 1/15/2020

### Vision

The library functions as an educational, cultural and intellectual resource for all ages in the community. Programs are a means for the public to share experiences, exchange information, and deepen knowledge. As a library service, programming expands the Library's role as a community resource, provides opportunities for entertainment and lifelong learning, introduces patrons and non-users to library resources and promotes the visibility of the Library.

### Criteria

Ultimate responsibility for Library programming rests with the Library Director who delegates the management of programming to the Adult Library Specialists and Youth Services Specialists. The following criteria is used in making decisions about programs:

- Community needs.
- Diversity of interests.
- Popular appeal.
- Building space.<sup>1</sup>
- Treatment of content for intended audience.
- Presentation quality.
- Presenter background/qualifications/expertise in content area.
- Budget constraints.
- Staff availability.
- Historical or educational significance.
- Connection to other community programs, exhibitions or events.
- Relation to Library collections, resources, exhibits and programs.

Programs may be developed and presented by Library staff or may be co-sponsored by the Library and other community organizations. The Library draws upon community resources in developing programs and actively partners with other community agencies, organizations, educational and cultural institutions, or individuals to develop and present co-sponsored public programs.

Professional performers and presenters that reflect specialized or unique expertise may be hired for library programs; performers and presenters will not be excluded from consideration because of their origin, background, or views, or because of possible controversy. Library staff present programs as part of their regular job and are not hired as outside contractors for programming.

The Library's philosophy of open access to information and ideas extends to library programming, and the library does not knowingly discriminate through its programming. Library sponsorship of a program does not constitute or imply an

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<sup>1</sup> The library strives to hold programming on site to encourage use of our library and to encourage patrons and non-users to see what the library has to offer. However, on occasion library programs may be held off-site if the strategic result would be to introduce non-users to the library and promote Library visibility, dependent upon staff availability and budget.

endorsement of its policies, beliefs, or program by any Library personnel or by the North Valley Public Library Board of Trustees.

Persons attending Library-sponsored or co-sponsored programs are expected to adhere to the Library's policies on patron conduct.

### **Parameters & Registration**

All library programs are open to the public and free to attend. It may be necessary to charge recovery fees for the cost of materials per participant. Age restrictions apply to Youth Programs for adults without children. Registration may be necessary for certain programs when space and materials are limited.

### **Adult Programs**

Programs for adults are scheduled throughout the year by the Library Specialists. Speakers from community groups and businesses may be invited to present programs on topics of general interest or of a timely nature. Presenters are chosen for their proven expertise and public performance experience to ensure quality presentation and accurate information for the benefit of the community. The Adult Engagement Specialist plans and presents hands-on, participatory adult events after 5:30-7:00 and Saturdays.

### **Youth Programs**

The Youth Services Specialists are responsible for youth programs and for creating a safe environment during the program. However, parents are ultimately responsible for the safety of their children and may not leave children under ten years of age unattended in the library, per the Child Safety Policy.

The Youth Services plans and presents a full schedule of Summer Reading Programs starting in June and ending the middle of August for ages 0-18.

In addition to the SRP, preschool programs are presented on a weekly basis throughout the year. Programs for school-age children and young adults are scheduled after school and during school holidays.

The Youth Services may arrange to have a volunteer with adequate experience present a program without a staff member needing to be present. Volunteers must have passed a criminal background check.

The Library may also arrange to have museums, and schools present programs by their staff, whom are vetted and have background checks by their home organization. Staff members need not be present for such programs. Examples of such organizations are *spectrUM Discovery Area* and *Montana Natural History Center*. The Library will make sure the organization is aware of maximum occupancy limits.

If Youth Services arranges presenters or programs from individuals that are not affiliated with children organizations and schools, or the status of the background checks are unknown, then Youth Services will remain present during the entire presentation.

The Youth Services will also remain present at any program where there will be a large attendance that would require more adult supervision than presenters are able to provide on their own.

Parents are required to participate in supervision during programs. Per fire code, the Community Room doors are not locked and children unobserved have walked out of programs before the library required parental supervision.

### **Library Program Funding**

Generally, program presenters are either paid staff or presenters that volunteer their services.

In planning programs, the Library attempts to engage presenters who do not have a vested interest in selling their products or services to participants. The speaker may leave business cards or brochures for participants to pick up after the program should anyone be interested.

Only under specific instances deemed appropriate by Library Director may merchandise be sold. An example of this would be an author visit with a book signing or a First Friday musical performer with a CD. In such cases, authors and musical artists must conduct their own transactions without assistance from the library staff.

Limited funds may be available to pay professional speakers and performers that reflect specialized expertise in conjunction with a unique Library event. Library Specialists wishing to hire a paid performer(s) consult with the Director before engaging a hired performer to discuss the budget, the proposed fee, the length of program, and topic before sending a contract to a performer. As a rule of thumb, the upper limit should be considered to be \$250.

All paid programmers are required to fill out a W-9 and program contract. Program contracts must be signed by the Director and presenter.

Payment is made by check and handed over at the completion of the performance.

### **Foundation & Friends Funded Programs**

The North Valley Public Library Foundation & Friends may also pay for Library programming. The Foundation President, the Library Director and programming staff will discuss all requests for programming before submitting a grant or securing a performer. A performer funded by the Foundation needs to fill out a W-9, and program contract signed by the Foundation, the Director, and presenter.

### **Publicity**

The Library will prepare publicity for programs. Outside organizations may coordinate marketing efforts with the Library with approval. Mention of partner organizations or individuals in media and on flyers is not an endorsement.

The Library reserves the right to cancel any program.

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CONTRACT FOR PAID LIBRARY PROGRAM

This Agreement made by and between \_\_\_\_\_ (Presenter/Entertainer) and the North Valley Public Library District on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

The North Valley Public Library District (NVPLD) hereby engages the Presenter/ Entertainer to conduct the named program upon all terms and conditions herein set forth, including those on the second page hereof, entitled "Additional Terms and Conditions."

Program Name: \_\_\_\_\_

Date: \_\_\_\_\_ Time(s): \_\_\_\_\_ Length: \_\_\_\_\_ Performance Fee \$ \_\_\_\_\_

Payable to (Legal Name on W-9): \_\_\_\_\_

Performer shall furnish, included in the performance fee the following:

\_\_\_\_\_

NVPLD shall reimburse Performer for the following:

\_\_\_\_\_

Performer is to complete Form W-9: Request for Taxpayer Identification Number and Certification along with the signed Program Contract.

Performer may submit a description of the program for library PR. If no description is submitted with the contract, the library will create one at their discretion.

A Certificate of Insurance: \_\_\_Yes \_\_\_No

Please return documents within 7-10 business days. Thank you!

Accepted: Denise Ard

North Valley Public Library District
208 Main Street
Stevensville, MT 59870
(406) 777-5061
Email: denisea@northvalleylibrary.org

Accepted: (Presenter/Entertainer)

Name: \_\_\_\_\_
Company: \_\_\_\_\_
Address: \_\_\_\_\_
City/State/Zip: \_\_\_\_\_
Phone: \_\_\_\_\_
Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: Library Director

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**ADDITIONAL TERMS AND CONDITIONS**

1. Presenter/Entertainer is an independent contractor and is not an employee of NVPLD.
2. Commencement time(s) of the program(s) shall be strictly adhered to by both parties.
3. Presenter/Entertainer must notify NVPLD of program cancellation minimum of 30 days prior to date of the program.
4. Payment is made by check and handed over at the completion of the performance.
5. NVPLD reserves the right to make in-house announcements and/or sponsorship announcements prior to and/or following program.
6. Presenter/Entertainer shall provide NVPLD at the time of execution of this Agreement with detailed staging requirements.
7. When returning the signed contract to NVPLD, Presenter/Entertainer shall provide NVPLD with background information, biographical materials, electronic performance samples, reproducible or electronic photograph(s) and relevant marketing information.
8. NVPLD may use Presenter/Entertainer’s name, pictures, photographs, or likenesses in advertising and publicizing the program.
9. Presenter/Entertainer will inform NVPLD as soon as possible if it becomes necessary to replace essential personnel for the program and NVPLD reserves the right to cancel under such circumstances.
10. Presenter/Entertainer participates at his/her own risk.
11. Presenter/Entertainer assumes all risk of damage or loss to his/her merchandise, personal property, and personal effects.
12. Presenter/Entertainer releases and discharges NVPLD and its Trustees, Officers, Employees or Agents from any and all claims, causes of action, losses, or other damage resulting from, arising out of, or relating in any way to his/her program.
13. Presenter/Entertainer shall indemnify NVPLD and its Trustees, Officers, Employees or Agents and save them harmless from losses, damages, or claims in connection with his/her program.

NORTH VALLEY PUBLIC LIBRARY DISTRICT

\_\_\_\_\_  
Director, North Valley Public Library District

By: \_\_\_\_\_  
Presenter/Entertainer

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_



**CONTRACT FOR PROGRAM PAID BY FOUNDATION**

This Agreement made by and between \_\_\_\_\_  
(Presenter/Entertainer) and the North Valley Public Library Foundation on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

The North Valley Public Library Foundation hereby engages the Presenter/ Entertainer to conduct the named program upon all terms and conditions herein set forth, including those on the second page hereof, entitled "Additional Terms and Conditions."

Program Name: \_\_\_\_\_

Date: \_\_\_\_\_ Time(s): \_\_\_\_\_ Length: \_\_\_\_\_ Performance Fee \$ \_\_\_\_\_

Payable to *(Legal Name on W-9)*: \_\_\_\_\_

Performer shall furnish, included in the performance fee the following:

\_\_\_\_\_

NVPLD shall reimburse Performer for the following:

\_\_\_\_\_

Performer is to complete Form W-9: Request for Taxpayer Identification Number and Certification along with the signed Program Contract.

Performer may submit a description of the program for library PR. If no description is submitted with the contract, the library will create one at their discretion.

A Certificate of Insurance:  Yes  No

*Please return documents within 7-10 business days. Thank you!*

North Valley Public Library Foundation

Accepted: *(Presenter/Entertainer)*

208 Main Street  
Stevensville, MT 59870  
(406) 777-5061

Name: \_\_\_\_\_

Company: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Foundation President

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Library Director

Title: \_\_\_\_\_

**ADDITIONAL TERMS AND CONDITIONS**

1. Presenter/Entertainer is an independent contractor and is not an employee of North Valley Public Library District (NVPLD)
2. Commencement time(s) of the program(s) shall be strictly adhered to by both parties.
3. Presenter/Entertainer must notify NVPLD of program cancellation minimum of 30 days prior to date of the program.
4. Payment is made by check and handed over at the completion of the performance.
5. NVPLD reserves the right to make in-house announcements and/or sponsorship announcements prior to and/or following program.
6. Presenter/Entertainer shall provide NVPLD at the time of execution of this Agreement with detailed staging requirements.
7. When returning the signed contract to NVPLD, Presenter/Entertainer shall provide NVPLD with background information, biographical materials, electronic performance samples, reproducible or electronic photograph(s) and relevant marketing information.
8. NVPLD may use Presenter/Entertainer’s name, pictures, photographs, or likenesses in advertising and publicizing the program.
9. Presenter/Entertainer will inform NVPLD as soon as possible if it becomes necessary to replace essential personnel for the program and NVPLD reserves the right to cancel under such circumstances.
10. Presenter/Entertainer participates at his/her own risk.
11. Presenter/Entertainer assumes all risk of damage or loss to his/her merchandise, personal property, and personal effects.
12. Presenter/Entertainer releases and discharges NVPLD and the North Valley Public Library Foundation and its Trustees, Officers, Employees or Agents from any and all claims, causes of action, losses, or other damage resulting from, arising out of, or relating in any way to his/her program.
13. Presenter/Entertainer shall indemnify NVPLD and the Foundation and its Trustees, Officers, Employees or Agents and save them harmless from losses, damages, or claims in connection with his/her program.

NORTH VALLEY PUBLIC LIBRARY DISTRICT

\_\_\_\_\_  
Director North Valley Public Library District

By: \_\_\_\_\_  
Presenter/Entertainer

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_





### VOLUNTEER PROGRAM AND PRESENTER AGREEMENT

The North Valley Public Library welcomes programs and guest presentations that reflect the mission of the Library. The Library functions as an educational, cultural and intellectual resource for all ages and abilities in the community. Programs are a means for the public to share experiences, exchange information, and deepen knowledge. As a library service, programming provides opportunities for entertainment and lifelong learning, introduces patrons and non-users to library resources and promotes the visibility of the Library. The Library does not endorse programs of a political, religious or purely commercial nature. ***Thank you for volunteering your time to present a library program.***

Program Name: \_\_\_\_\_

Date: \_\_\_\_\_ Time(s): \_\_\_\_\_ Length: \_\_\_\_\_

Please read the following guidelines for volunteer guest presenters at Library sponsored programs and sign below.

- Publicity and marketing is the responsibility of the Library.
- The Library mentions the affiliation of presenters in promotional materials. This does not constitute endorsement, merely acknowledgement.
- Presenters who come to speak about their creative works and musical performers are permitted to sell their work. Authors and artists must conduct their own transactions without assistance from the library staff.
- The library strives to never cancel programs after they have been marketed to the public. If you must cancel, please notify NVPLD a minimum of 30 days prior to date of the program. In an emergency, please notify NVPLD of program cancellation immediately.
- Programs are offered free of charge and open to the public. Material costs unique to the program must be approved by the Program Coordinator or Director.
- Guest presenters affiliated with a business or corporation will not promote the specific business and/or product as part of the program. Brochures and business cards may be distributed after the program.
- The names, addresses, phone numbers, and email addresses of program participants may not be solicited unless approved by the Program Coordinator or Director prior to the program.

I have read and agree to abide by the above guidelines.

Signature

Date

Note: This agreement refers to programs sponsored by the North Valley Public Library, not to programs held at the Library by community groups.