Room Rental Policy

## Statement of Purpose

The program room in the library brings together the resources of the library and the activities of the community for educational and cultural purposes.

The Perth East Public Library Board endorses the Canadian Library Association *Statement on Intellectual Freedom,* and encourages the use of the library’s program room by groups whose focus is the advancement of education and cultural opportunities.

## Definitions

1. “Renter” signifies an organization or individual who has contracted with the Library for the use of the rental space.
2. “Event” signifies the purpose for which the program room is being used by the Renter.
3. “Township” means the Perth East Township.
4. “Library” means the Perth East Public Library.
5. “CEO” means the Chief Executive Officer of the Perth East Public Library Board

## Guiding Principles

1. Room rentals are a value added service provided to the community by Perth East Public Library (PEPL).
2. Perth East Public Library offers the Program Room space for rental. Library programs and library co-sponsored programs are given first priority for use of the space.
3. Rental of the Program Room in the Library encourages community use while at the same time provides the capacity for revenue generation. The rental of the Program Room constitutes a revenue source that contributes to the overall maintenance and operation of the Library’s facilities and services.

## Responsibilities

1. The PEPL Board will not knowingly permit any individual or group to use its rental space in contravention of the Criminal Code of Canada. Use of the Program Room by a group does not constitute endorsement by the Library Board of that group’s beliefs or policies.
2. The PEPL Board will set and review rental fees regularly.

## Room Bookings and Fees

1. The Library is frequently asked to provide the rental space free of charge or at a discounted rate for non-profit organizations. Considering the number of groups this would apply to and the potential revenue loss, such requests cannot be accommodated.
2. Individuals and/or organizations that co-sponsor a Library event/program may be exempt from rental fees. Perth East Township and Perth County events may also use Rooms without charge.
3. Non-profit, private and commercial groups may use the room for a fee if it is not booked by the Library or co-sponsored groups.
4. Granting permission to use the Program Room does not imply endorsement by the Library of the aims, policies or activities of any Renter
5. Renter must be eighteen (18) years of age or older.
6. Upon approval of the Board, long-term contracts for room rental may be signed by the CEO at an agreed upon rate.
7. A “Program Room Rental Agreement” form must be completed and accompanied by payment of the damage deposit fee to secure a booking. Information about the intended use of the room, including the names and affiliations of any speakers must be provided on the form.
8. The Library reserves the right to make adjustments to the Program Room Rental Agreement and Rental Fees in exceptional circumstances, such as:

* Where there is significant financial value to the Library
* During seasonal low-demand periods
* In recognition of sponsorship or donation.
* Where the Library receives recognition for an Event, which will have a significant economic or cultural value to the broader Perth East community.

## Library’s Right of Refusal

1. PEPL reserves the right to refuse or cancel at its sole discretion a Renter’s use of the Program Room, without liability to or against the Library, for the following reasons:

* The Renter’s aims contravene municipal, provincial, or federal legislation
* The Renter has misrepresented its aims or intentions with the Event.
* There is likelihood of physical danger to participants or audience or misuse of the property or equipment.
* The Renter’s primary intent is to sell goods or services or recruit clients.
* The Renter’s primary intent is to provide bingo games, lotteries, or other games of chance.
* The Renter has failed to comply with terms and conditions
* The Event negatively impacts the ability of others to enjoy the services and facilities of the Library or impedes Library operations.

1. Failure to comply with any of the regulations regarding the use of the Program Room may result in refusal of subsequent rental requests.
2. The Library requires the Renter to confirm that they will not be conducting any business or activities that are in violation of this policy, the Criminal Code of Canada (including hate propaganda laws) or the Ontario Human Rights Code.

Use of the Room

The Library outlines the fees, terms and conditions for renting the Program Room at the Perth East Public Library. The individual who represents the person, group, company or organization is responsible for the payment of the invoice and the terms of the agreement, including liability insurance.

1. Rental fees must be paid in full by the day of the Event.
2. The Renter will provide a damage deposit of $150 at the time of booking.
3. Renters will sign a Library Program Room Rental Agreement form stating that they have read the Room Rental Policy and agree to the terms listed in both the policy and the agreement.
4. Booking confirmation requires the Renter to submit proof of liability insurance naming the Township of Perth East insured with a minimum of $2 million in coverage, specific to the Renter and applicable to the Event. The ability to purchase insurance through the Library directly is not available.
5. The Renter must agree to indemnify and save harmless the Library Board in regards to all claims, costs and damages in any way arising out of the application and/or use of the facilities by the Renter, and anyone in attendance including, without limitation, damage or destruction of property, personal injury, infringement of royalty rights, defamation and public disturbance.
6. Renters are responsible for the payment of any damages to the equipment, furnishings or facility.
7. The Renter is responsible for the set-up and take down of furniture and equipment.
8. The Renter is responsible for returning the program room to its original set up. Chairs and tables must be stacked and stored. Surfaces and floors must be clean and free of debris. An additional charge will be applied to the Renter if the program room requires extra cleaning at a cost of $25.00 per hour per staff.
9. Approval from the CEO is required at the time of booking to sell goods.
10. The Renter may not sell alcoholic beverages.
11. No kitchen facilities are available. Food may be brought in as an adjunct to the Event.
12. Tables and chairs are provided, coffee urn, public Wi-Fi, a TV monitor, DVD player, and projector are also available.
13. Library staff will not be present to operate equipment. An arrangement for instruction must be made at the time of the room booking and prior to the Event. Instructions for the use of the TV are available
14. No gaming or games of chance, including bingo and lotteries, are permitted.
15. Use of materials or decorations on the walls requires prior approval by Library staff. Nothing is to be affixed to walls in such a way as to damage finishes or remove paint.
16. The use of open flames, smoke or odour produced by burning aromatic substances such as candles or incense is strictly prohibited.
17. The maximum occupancy of the meeting room shall be obeyed.
18. Unless given express permission and staff arrangements made, all room bookings are restricted to hours when the library is open to the public. Keys are to be returned to Library staff at the close of an Event, or as directed.
19. The Library is not responsible for equipment or personal articles belonging to any group or individuals using library spaces or attending a program or meeting.
20. The CEO will authorize the use of the room.

Cancellation

1. Cancellation of a confirmed booking must be made 24 hours in advance in order to qualify for a refund of the booking fee. Rental fees less a $25.00 administrative fee will be returned if the cancellation is made less than 24 hours in advance. The full amount will be charged if no notice of cancellation is given.
2. No charge will be made if an emergency such as a snowstorm, declared emergency or loss of electrical power occurs which requires the building to be closed and the Event to be cancelled.
3. The Library reserves the right to cancel a booking with 30 days’ notice if the space is required for a Library approved function.

Parking

1. Parking is available on Library property. Public parking is available in the municipal lot on Mill St. East (across from Mornington Communications).
2. Parking at Library is not guaranteed.

Advertising

1. The Library does not prepare advertising, in any form, for renters. Promotional materials must not imply or suggest that the Library is endorsing the Event, and must contain the following disclaimer: *This event is not sponsored by the Perth East Public Library and the Library carries no responsibility for its content.*
2. The contact information of the Renter should be listed as a source for further information.
3. The Library should appear only as the location of the Event.
4. The Library does not assume responsibility for the accuracy of information about the Event.
5. Neither the name, nor the address of the Perth East Public Library may be used as the official address or headquarters of an individual and/or an organization.

Appendix A

Program Room Rental Fee Schedule

|  |  |  |
| --- | --- | --- |
| Renter Type | Rental Fee | Rental Time |
| Library Event or co-sponsored Event | Free |  |
| Non-profit, private or commercial group | $25.00 | Per 2 hour or less rental |
| $50.00 | Per 4 hour rental |
| $75.00 | Per full day rental |

A large screen TV, DVD player, projector and wireless internet access are available and may be used at no extra fee although arrangements must be made with staff at the time of booking.

At the time of booking renters are required to provide a $150.00 damage deposit. Rental fee must be paid in full by the day of the Event.

An additional charge will be applied to the Renter if the program room requires extra cleaning at a cost of $25.00 per hour per staff

Cancellation of a confirmed booking must be made 24 hours in advance in order to qualify for a refund of the booking fee. Rental fees less a $25.00 administrative fee will be returned if the cancellation is made less than 24 hours in advance. The full amount will be charged if no notice of cancellation is given.

Appendix B

**PERTH EAST PUBLIC LIBRARY**

**Library Program Room Rental Agreement**

Organization: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Postal Code\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

The Renter agrees to abide by these terms and conditions for the rental of the Library Program Room:

1. Rental fees must be paid in full by the day of the Event.
2. Have read the Library’s Room Rental Policy.
3. Attend a walkthrough of security procedures provided by staff and responsible for access/exit as instructed by staff at the time of rental.
4. Familiarize themselves with the facility and its equipment, the location of parking, entrance doors, fire exits, and emergency lighting.
5. Do not obstruct exit doors or exit signs in any manner.
6. Renter must be eighteen (18) years of age or older.
7. Rental of the program room includes the use of any appliances within the rental area available to the public, public Wi-Fi, electrical outlets and tables and chairs as available.
8. Adhere to the maximum capacity limits.
9. Set-up of the room is not provided by the Library, and is the sole responsibility of the Renter.
10. Decorations must be approved by Library staff prior to the Event. Nothing is to be affixed to walls in such a way as to damage finishes or remove paint.
11. All organizations or individuals must clearly specify their names in advertisements of the Event. The phone number of the organization or of an individual should be listed as a source of further information.
12. No gaming or games of chance, including bingo and lotteries, are permitted.
13. Return the keys to Library staff immediately at the close of the Event or as directed.
14. Remove all decorations, additional signage, etc. immediately at the close/end of the Event. Failure to do so will result it an additional rental fee charged to the Renter for one full day.
15. Renter will return the room to its original set up. An additional charge will be applied to the Renter if the facility requires extra cleaning at a cost of $25.00 per hour per staff.
16. Renter agrees to notify Library staff of all cancellations 24 hours in advance of the Event. Rental fees less a $25.00 administrative fee will be returned if the cancellation is made less than 24 hours in advance. The full amount will be charged if no notice of cancellation is given.
17. The Library reserves the right to cancel a booking with 30 day’s notice if the space is required for a Library approved function.
18. The Library is not responsible for equipment or personal articles belonging to any group or individual using the room or attending an Event.
19. Renters are responsible for the payment of any damages to the equipment, furnishings or facility.
20. The renter agrees that in the event that any term of this Rental Agreement is breached, the Event shall be terminated immediately by Perth East Public Library staff who are hereby authorized to enter and inspect the premises at any time and to terminate the event for any breach of any condition.
21. Renter will submit proof of liability insurance naming the Township of Perth East insured with a minimum of $2 million in coverage, specific to the Renter and applicable to the Event.
22. Renter agrees to indemnify and save harmless the Library Board in regards to all claims, costs and damages in any way arising out of the application and/or use of the facilities by the Renter, and anyone in attendance including, without limitation, damage or destruction of property, personal injury, infringement of royalty rights, defamation and public disturbance.
23. Failure to comply with of the regulations regarding the use of the Program Room may result in refusal of subsequent rental requests.
24. By signing this agreement, the Renter confirms that they will not be conducting any business or activities that are in violation of this policy, the Criminal Code of Canada (including hate propaganda laws) or the Ontario Human Rights Code.

I have read and agree to the terms outlined in the Perth East Public Library Room Rental Policy and the Program Room Rental Agreement form.

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Name Signature of Rental Applicant

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

*Use of the Program Room by an organization or individual does not constitute endorsement by the Library Board of that group/individual’s beliefs or policies.*

**Rental Date(s) and time:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Time from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Time from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Time from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Time from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Event Information:**

Intended use: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Guest Speakers: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Estimated Attendance: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Equipment Rentals/Use Requested:**

\_\_\_ LCD TV (no charge)

\_\_\_ DVD Player (no charge)

\_\_\_ Wi-Fi after hours (no charge)

\_\_\_ Projector (no charge)

**Rental Fees**

\_\_\_ 2 Hour Rental $25.00

\_\_\_ 4 Hour Rental $50.00

\_\_\_ Full Day rental $75.00

\_\_\_ Coffee Urn (no charge)

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Damage Deposit Received: Yes No \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Invoice Issued: Yes No \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Rental Fees Received: Yes No \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Wall Décor Requested & Approved: Yes No

Appendix C

Alcohol Policy

Alcohol License Requirements also refer to the Municipal Alcohol Policy. Anyone who appears under the age of 25 will be required to show one more government issued documents with a photograph as identification before they are allowed entrance to the Event.

The Township will provide the required number of trained bar staff.

The Renter will be responsible to ensure that there is an adequate supply of food as specified by the Liquor License Act of Ontario.

The Township will provide bar supplies (cups, ice) and mix (pop, juice, water).

Shooters of any kind, including Jello, are prohibited.

Raffling off liquor is prohibited by law.

Gambling and games of chance are prohibited – this includes 50/50 draws, raffles, etc.

Games that encourage drinking are prohibited by law.

Evidence of alcoholic beverages must be cleared from the building one-half hour after bar closes.

The Township reserves the right to close the bar if disorderly conduct warrants it, or if the applicant is in any contravention of any regulations set by the Township or the Liquor License Act of Ontario.

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Signature of Renter Date