

Policy Type: **Operational** Policy Number: **OP - 15** 

# **Room Rental Policy**

### **Purpose**

The Library's physical spaces, including meeting rooms, are community assets that exist to support GPL's mission and strategic priorities. The purpose of the Room Rental policy is to promote the Library's objective of providing equitable access to services and maintaining a welcoming and supportive environment that is consistent with the GPL values of respect, inclusiveness and intellectual freedom.

Meeting rooms are provided for Library and Library-related programs and meetings. After those needs are met they may be available to organizations and groups as revenue-generating public facilities. The rooms may be booked for meetings, education or training seminars, cultural events, and community interest activities. All uses of the available rooms should be in keeping with the spirit of what is acceptable in other part(s) of the Library and should not interfere with the regular operations of the Library.

Meeting rooms are not rented for: private social functions, trade exhibitions, religious services, direct sales of products or services, or for programs that are not suited to the Library's physical facilities and family-oriented atmosphere. When special circumstances apply, a request may be made in writing to the CEO for exception to the above.

Use of meeting rooms by any groups or organization does not constitute an endorsement by the Library Board of that group or organization's belief or policies. Use of meeting rooms must not contravene the Criminal Code of Canada. Federal, provincial and municipal legislation and regulations must be observed at all times.

#### 1 Definitions

The following definitions shall apply for the purpose of this Policy:

1.1 **Non-profit group** - any group or organization formed for the purpose of serving a public or mutual benefit other than the pursuit or accumulation of profits for owners or investors.

1.2 **For-profit group** - any group or organization formed for the purpose of creating a profit.

#### 2 Terms and Conditions

- 2.1 Under the authority of the Public Libraries Act, 1984 and subject to the approval of the Guelph Public Library Board or CEO, meeting rooms may be rented by groups or organizations interested in the promotion of educational, cultural and leisure activities in the form of meetings, seminars and workshops.
- 2.2 Booking priority for the use of Library meeting rooms will be on a first come, first served basis.
- 2.3 Rooms may not be booked by any groups with the intent of breaking any laws, promoting racist or obscene programs, and may not be in contravention of the Ontario Human Rights Code, 1990 and the Canadian Charter of Rights and Freedoms, 1982. The Library reserves the right to monitor any meeting held in its facilities to determine compliance.
- 2.4 All room rental applications are made through the Administration Office at the Main Library (100 Norfolk Street). Applicants for rental must be 18 years of age or older and may be requested to provide proof. The Library reserves the right to review the Room Rental Application / Agreement Form. Acceptance or refusal of a specific booking shall be at the discretion of the CEO. Any person or group so refused may appeal in writing to the Library Board within 2 Business Days. If it is the intent of the group to appeal the decision it must be communicated to the Administration Office within 1 business day of receiving the refusal from the CEO.
- 2.5 A rental fee is charged in accordance with the size of the room and its facilities. There are two fee schedules one for non-profit and one applying to for-profit groups. If a non-profit group charges admission or "passes the hat" at the program offered, the for-profit rate will apply.
- 2.6 Rooms will be rented and charged based on a minimum of 2 hours.
- 2.7 A representative of the group or organization will be required to sign the Room Rental Application / Agreement Form and the Waiver and Release of Liability and Assumption of Risk Form which states that the group is responsible for damages and indemnifies the Guelph Public Library Board against any and all claims arising out of the group's use of facilities. Groups must designate a contact person responsible for room bookings.

- 2.8 Organizations renting space from the Library must: clearly specify their official name in all advertisements of meetings held in the Library, add the following disclaimer to all promotional materials: "This program is not sponsored by the Guelph Public Library and the Library carries no responsibility for its content." Distribution of promotional material in the Library for events held in the Library is not permitted including the library's social media sites, except for Library co-sponsored events or with the prior approval of the CEO.
- 2.9 The payment of any professional fee to a performer or speaker is the responsibility of the sponsoring group or organization.
- 2.10 Smoking is not permitted. Possession or consumption of alcohol is not permitted. Use of open flames, smoke or odour produced by burning aromatic substances such as candles or incense is strictly prohibited. Food preparation, cooking or re-heating is not allowed in the Library.
- 2.11 Organizations are responsible for complying with all applicable laws and bylaws as well as the Library's Standards of Acceptable Behaviour.
- 2.12 Organizations are responsible for ensuring that the allowable seating capacity of the room is not exceeded.
- 2.13 Set-up of the tables, chairs and equipment before, and clean-up of the room after the event is the responsibility of the organization renting the facilities. Renters should allow sufficient time for the set-up and clean-up of the room or space as part of the booking. Set-up can be arranged for an additional fee.
- 2.14 Should an organization fail to vacate the room by Library closing then an automatic charge of \$50 shall be payable by the renter for each 15 min period.
- 2.15 The use of Library facilities shall be subject to the supervision of the employees of the Library Board or persons hired by the Library Board for that purpose.
- 2.16 The Library does not permit solicitation within the building, either in person or by petition.
- 2.17 It is the responsibility of the renting group to evacuate the room in case of fire alarm or another emergency and maintain a log to ensure that all participants have safely evacuated. It is also the group's responsibility to inform the Fire Warden of the Library that everyone has been evacuated.
- 2.18 The Library is not responsible for damage to, theft, or loss of articles or property belonging to the persons renting Library rooms and/or program attendees.

- 2.19 Use of any equipment must be requested at the time of application for meeting room facilities.
- 2.20 The Library, in its sole discretion, reserves the right to accept or refuse as reservation, or to cancel any booking at its discretion or terminate this agreement and the Applicant's right to the use of the premises if:
  - a. The Library becomes aware of the use contrary to the law.
  - b. The Applicant is subleasing the premises.
  - c. The Applicant has misrepresented anything in the contract.
  - d. There is a likelihood of harm to any person or property.
  - e. The Library becomes aware the premises are intended to be a permanent or long-term location for the Applicant's activities.
  - f. The Applicant has previously misused the premises or other Library facilities or has failed to pay any fees of any sort owing to the Library.
  - g. The Applicant has failed to make full payment for the use of the premises by the time of confirmation of booking of such use.
- 2.21 If the Library is unable to provide the premises for the Applicant's use due to matters beyond the Library's reasonable control, including but not limited to damage to the premises or labour disruption, then the booking shall be terminated and the Applicant shall be entitled to a refund of fees it has paid the Library. The Applicant will waive any claims for damages or compensation on such account of such termination other than the refund referred to above.

## 3 Bookings, Fees, Payment, Cancellations and Refunds

- 3.1 Meeting rooms and spaces may be booked by phone or online but a signed **Room Rental Application / Agreement Form** must be returned to the Library within 10 business days of the verbal booking or a minimum of 14 days prior to the booking. If the signed form along with full payment is not received the room will not be held.
- 3.2 Meeting rooms may be booked a maximum of 45 days in advance based on availability and for a maximum of 4 consecutive bookings.
- 3.3 Technical assistance may not be available from Library personnel. Such assistance if required must be arranged in advance and will be subject to an additional fee.

- 3.4 Laptops and other computer equipment are not provided by the Library and no direct links may be established to the Library's dedicated computer network.
- 3.5 Payment must be made in advance. The Library accepts debit, credit card, cash and cheques payable to the Guelph Public Library. NSF cheques will be subject to a \$25 handling charge in addition to the charges incurred by the renter's bank.
- 3.6 Cancellations for room bookings must be submitted in writing at least 14 days in advance. Groups will be charged full rental amount and no refunds on prepayments will be given if cancellation is not made 14 days in advance of the booking.
- 3.7 At the discretion of the Library CEO, rental charges may be waived if the activities of the group closely relate to the activities of the Library or when the group is partnering with the Library in its delivery of a program.
- 4 Meeting Room and Space Fee Schedule
- 4.1 Set-Up fee of \$30 will be charged separately if required.
- 4.2 **Technical assistance fee: \$30.**
- 4.3 All fees subject to HST.
- 4.4 Hours of operation are posted on <a href="https://www.guelphpl.ca/en/about-us/library-locations-and-hours.aspx">https://www.guelphpl.ca/en/about-us/library-locations-and-hours.aspx</a>

ROOM- Location	Non-Profit Rate	For-Profit Rate	Capacity
Meeting Room <b>East Side Branch</b> 1 Starwood Dr	\$20.00/hour	\$30.00/hour	Max Occupancy: 60 Seating: 30-40 Wheelchair accessible
Use of a Table for Exhibit/Promotional Display Space Main (Front Entrance, Main Floor Lobby or Second Floor Lobby) 100 Norfolk St	\$20.00/hour	\$30.00/hour	Seating determined by size of table requested

Westminster		
Square Branch		
31 Farley Dr		
<b>East Side Branch</b>		
1 Starwood Dr		