Carleton Place Public Library

Policy Type:OperationalPolicy Title:Meeting Room Usage Policy

Policy Number: **OP – 04** Initial Policy Approval Date: 12/27/2013 Last Review/Revision Date: Sept. 2017 May 2018 Nov. 2021 June 2023 Nov. 2023 Jun. 2025 Year of next review: 2028

The Carleton Place Public Library aims to provide meeting rooms to support educational, cultural, civic, recreational, and charitable activities in the community. When not required for Library use, the Barbara Walsh Room and Meeting Rooms A and B are available for public use on an equitable basis, regardless of the beliefs or affiliations of individuals or groups. Use of these rooms does not imply endorsement by the Library Board or staff of the policies or beliefs of users.

Definitions

For the purposes of this policy, a "User" shall refer to any person using Meeting Room A or B.

"Renter" shall refer to any person who enters a formal arrangement with the Library for use of the Barbara Walsh Room. This could include, but is not limited to, a private rental.

General Policies

1. Compliance with Laws:

The Library Board will not knowingly permit use of its facilities in contravention of the Criminal Code of Canada or other federal, provincial, or municipal legislation, including the Human Rights Code of Ontario.

2. Reservations and Fees:

The Library Board reserves the right to accept, refuse, or cancel bookings at its discretion.

Rental fees will be set and reviewed periodically. See Appendix A for current rates.

3. Liability and Indemnity:

1. The Renter agrees that the Library, and its officers, directors, members, employees and agents, including the Town of Carleton Place, (collectively, the "Library

Group") shall not be liable for any bodily injury to or death of, loss or damage to any property belonging to, the Renter or its employees, invitees, or guests or any other person in, on, or about the Facilities, or for any interruption in the Event carried on in the Facilities.

b. The Renter releases and discharges each of the Library Group from any and all actions, causes of action, claims, damages, demands, expenses, and liabilities which the Renter now or hereafter may have, suffer, or incur, notwithstanding that the negligence or other conduct or omission of the Library Group or anyone for whose conduct the Library Group is responsible may have caused or contributed to such matter.

c. The Renter hereby agrees to indemnify and save harmless each of the Library Group in respect of all claims of any nature and kind including, without limitation, claims for bodily injury or death, property damage, infringement of royalty rights, charges, slander, sedition and subversion which may occur as a result of public performance, actions or speeches, or other loss or damage arising from the Event or any act or omission of the Renter or any agent, employee, invitee, or guest of the Renter, and in respect of all costs, expenses, and liabilities incurred by the Library in connection with or arising out of such claims, including legal fees, disbursements and the expenses of any actions or proceeding pertaining thereto, and in respect of any of its covenants and obligations under this Policy. This indemnity shall survive the expiry of termination of the Rental Agreement without limitation of time.

d. The Library is not responsible for personal injury, damage, or theft during events. Renters must indemnify and hold the Carleton Place Public Library Board and the Town of Carleton Place harmless from any claims arising from facility use.

e. Renters may not limit attendance based on prohibited grounds of discrimination under the Canadian Charter of Rights and Freedoms.

4. Setup and Cleanup:

Users must set up and clean the space, returning it to its original condition. Any damages must be repaired or replaced at the Renter's expense.

Items left in the room will be disposed of at the Renter's expense.

Any damage incurred during the rental may result in denial of future bookings.

5. Prohibited Activities:

Smoking, vaping, consumption of alcohol, use of heating appliances, are not

permitted.

Renting the room for personal celebrations and events or religious services are not permitted.

6. Food and Beverages:

Nut-free food and non-alcoholic beverages are permitted but must be prepared offsite. Renters must remove all food and supplies after use. A microwave, sink, dishware, and shared mini-fridge are available for use of the Renter. There is no pre-accommodation to ensure sanitation of areas where food may be served.

7. Publicity:

Renters may only use the Library's name to indicate the event's location. Promotional materials must not imply Library sponsorship or endorsement. Contact information of the organization or an individual must be listed on promotional material as a source for further information about the event. The library logo shall not be used without written consent of the library CEO.

8. Other:

Proctoring exams requires a fee (see Appendix A) plus postage or courier costs.

Room-Specific Policies

Barbara Walsh Room

- 1. Bookings require CEO (or designate) approval.
- 2. The Barbara Walsh Room is available to rent while staff are scheduled to be in the building. Town staff and committees are permitted to use the room after library operating hours, provided a staff member or member of Council are present.
- 3. Private social or celebratory events are prohibited. These include, but are not limited to, baby showers, wedding receptions, and birthday parties.
- 4. Renting library space for partisan events, election or campaign activities is not permitted.
- 5. Renters must complete a Room Rental Request Form (Appendix A), indicating event details and speaker affiliations, and pay fees to confirm the booking.
- 6. Rental fees apply for the duration of the booking, including setup and takedown time.

Fees are waived for committees and events of the Town of Carleton Place. The minimum booking is one hour.

- 7. The room accommodates a maximum of 30 people.
- 8. Renters must provide two business days' written notice for cancellations or modifications. Refunds are not available after this period.
- 9. The rental fee includes the use of the inventory of chairs and tables owned by the Library for the purpose of such events. All additional requirements are the renter's responsibility. It is not possible to remove excess tables and chairs from the Barbara Walsh Room for private bookings.
- 10. Due to limited staff resources, there is no guarantee that library staff will be available to provide audiovisual assistance on the day of the booking. Training on the use of the audiovisual equipment must be arranged at least one week in advance.
- 11. The Library reserves the right to monitor bookings for policy compliance.

Barbara Walsh Room- Insurance Requirements

- 1. When the Renter is an Individual:
 - a) Homeowner's Liability Insurance Homeowner's liability insurance satisfactory to the Carleton Place Public Library and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall have a limit of liability of not less than \$5 million. The Carleton Place Public Library and the Corporation of the Town of Carleton Place must be named as Additional Insured.
 - b) Primary Coverage The Renter's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.
 - c) Certificate of Insurance The Renter shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement.
 - d) Liability Insurance purchased by the Renter through the library.
- 2. When the Renter is a corporation or organization:
 - a) Commercial General Liability Insurance
 - i. Commercial General Liability Insurance satisfactory to the Owner and

underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

(a) A limit of liability of not less than \$5 million/occurrence with an aggregate of not less than \$5 million.

(b) Add the Carleton Place Public Library Board and the Corporation of the Town of Carleton Place as an Additional Insured with respect to the operations of the Named Insured.

(c) The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured

(e) The policy shall provide 30 days prior notice of cancellation

Meeting Rooms A and B

- 1. Rooms are available on a first-come, first-served basis for groups of up to six individuals.
- 2. To minimize sound in the main area, priority is given to groups or those participating in online meetings. Individual users may be asked to relocate for group use.
- 3. Rooms are available during Library hours and up to 10 minutes before closing.

Denial or Cancellation of Bookings

The Library reserves the right to deny or cancel bookings when it reasonably believes:

- 1. The event promotes discrimination, hatred, or contempt for any group or person.
- 2. The event involves illegal activities or violates Library policies.
- 3. Misrepresentation, physical hazards, or misuse of premises or equipment are likely.
- 4. The booking seeks to establish a permanent presence in Library spaces.
- 5. The event involves gaming, games of chance, or lotteries.
- 6. The event is likely to cause major disturbances to Library staff or operations.

In instances where the library cancels a booking, a full refund will be provided. There will be no refund for any extra costs incurred by the Renter to change venue, for advertising, or logistics if a cancellation occurs due to exercising the library's discretion or due to a *force majeure* that precludes the library's ability to offer room rentals.



Appendix A

Meeting Room Rental Agreement

Terms and Conditions

Individuals and groups using Library spaces must not violate Canadian laws including, but not limited to, the Canadian Charter of Rights and Freedoms, Ontario Human Rights Code and the Criminal Code of Canada.

Bookings

- a. No booking will be confirmed until the signed Meeting Room Rental Agreement is submitted to staff in person or to <u>library@carletonplace.ca</u> and all payment and insurance documentation is received.
- b. The Carleton Place Public Library (CPPL) Board reserves the right to accept or refuse a reservation or cancel any booking at their discretion.

Fees

Per Hour	Liability Insurance (if required)	Proctored Exams
9:30am to 5:00pm: \$10.00	\$3.00/hr	\$20.00 + shipping
5:00pm to 8:00pm: \$25.00	\$25.00/1-2 day event	fees
All rates include HST	\$50.00/3-5 day event	

** Rental fees apply for the duration of the booking, including setup and takedown time.**

Requirements of Use

Please see the library's Meeting Room Usage Policy for a full list of requirements.

- a. The applicant is responsible for any damages that occur to the room or facilities while in their use.
- b. The CPPL Board accepts no responsibility for lost, damaged or stolen articles.
- c. All organizations must clearly specify their name in advertisements of meetings or events held in the Library.
- d. No alcoholic beverages may be dispensed or consumed on Library property.
- e. No smoking or vaping is permitted on Library premises.
- f. Groups using the rooms are responsible for setting up and leaving the rooms as they found them. If the rooms are left unacceptable an additional \$25.00 will be charged.
- g. Federal, provincial and municipal laws, by-laws and fire regulations are to be observed at all times.
- h. A certificate of insurance for 5 million dollars liability naming the Corporation of the Town of Carleton Place and the CPPL as additional insured must be provided for any room rental. If the group is not insured, liability insurance may be purchased at the amounts listed above.



Appendix A

Meeting Room Rental Agreement	t
Room Booking Date(s):	
The event(s) begins at (time):	
Room setup will begin at (time):	
Name of Group/Person Booking:	
Telephone:	
Email:	
Address and postal code:	
Purpose for which room will be used:	

I have read and personally accept the terms and conditions for use of the meeting room, including OP-04 Meeting Room Usage Policy. I am eighteen (18) years of age or older.
Signature:

Date:

Personal information is collected under the authority of the Public Libraries Act, RSO 1990. CPPL is committed to protecting the privacy of personal information in its keeping, within the access and privacy provisions of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and the Personal Information Protection and Electronic Documents Act (PIPEDA).

Staff Use Only		
Proof of Insurance attached [] OR Insurance in the amount of \$ purchased []		
Insurance Administration Record completed []		
Amount paid for rental (incl. insurance fees): E	Date: Date:	
CEO Approval:		