

THOROLD PUBLIC LIBRARY BOARD POLICY MANUAL

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Meeting Room Rental Policy

The purpose of this Policy is to provide the terms and conditions for the use of the meeting room at Thorold Public Library.

The meeting room brings together the resources of the library and the activities of the community for educational, cultural, civic, recreational and charitable purposes. The library provides a forum for the expression of diverse ideas and opinions however, use of the meeting room shall not be interpreted to constitute endorsement by the Thorold Public Library Board of the policies and beliefs of groups or individuals.

The meeting room is provided for library and library related programmes and meetings. When the room is not required by the Library, the meeting room may be made available for rent by a third party on a first come, first served basis.

Persons wishing to rent the meeting room must complete and submit a written application form, which will be reviewed by administrative staff.

All persons, groups or organizations are required to comply with the City of Thorold's Policy "Insurance Requirement – Municipal Facilities".
The Policy is available at the Information desk.

The Library is under no obligation to rent the room simply because it is available. The room may be kept free for the library's own use whether planned or otherwise.

The Library reserves the right to refuse any application or to cancel any booking.

The library reserves the right to monitor all activities taking place on library premises.

Groups and organizations may book the room for meetings, education or training seminars, cultural events, and community interest activities. All programmes must be consistent with the intent of the Canadian Charter of Rights and Freedoms, the Ontario Human Rights Code and all other applicable laws and statutes, and must comply with the Library's Rules of Conduct

The meeting room may not be rented for: private social functions; fundraising events or bazaars; trade exhibitions; religious services; direct or indirect sales of products or services, or for programmes that are not suited to the physical layout of the room.

Booking priority will be honoured as follows:

- 1) Thorold Public Library Board
- 2) Library Groups and Programmes
- 3) Corporation of the City of Thorold
- 4) Thorold and Beaverdams Historical Society
- 5) Community not for profit groups

6) Community for profit groups (holding training and cultural events only; no product or service promotions)

For the purposes of this Policy, the following definitions shall apply;

Not for profit Group is an organization whose purpose is service to the community rather than financial gain.

For Profit Group is an organization whose purpose is to conduct its operations in order to realize financial gain.

Regulations

1. The library meeting room is available for use only during regular library hours. (Excludes Library Board, Library Activities, City of Thorold and the Thorold and Beaverdams Historical Society,). All attendees must exit the building **30 minutes** before closing time. Hours of use may be extended at the discretion of the Chief Librarian.
2. The meeting room may be booked by phone but a signed Meeting Room Application **and payment in full** must be received by the Library within three business days of the verbal booking. If the signed **form and payment in full** is not received, **the reservation will be cancelled**.
3. The library reserves the right to limit the number of bookings.
4. Payment must be received before access to the meeting room will be allowed.
5. The applicant must be at least 18 years of age, and must be in attendance during the event. The applicant is liable for any damage to library equipment or furnishings. The applicant will be required to indemnify the Thorold Public Library Board against any and all claims of every nature and kind, which may arise out of or by reason of granting this application.
6. The applicant is responsible for setting up chairs and tables and returning the room to its original condition. Failure to return the room to its original condition will result in a minimum charge of \$50.00.
7. All Federal, Provincial and Municipal laws, by-laws and fire regulations must be observed at all times.
8. The applicant agrees not to exceed the maximum occupancy of the room:

Room Capacity:	90	non-fixed chairs only
	56	chairs with tables (dining)
	71	chairs with tables (other)
	110	participants sitting on floor
9. Smoking is not permitted. The serving or consumption of alcoholic beverages is not permitted. The use of open flames or burning of candles is not permitted.
10. The Library is not responsible for damage to, theft, or loss of articles or property belonging to persons renting the meeting room and/or to program attendees.
11. It is the responsibility of the renting group to evacuate the meeting room in case of a fire alarm or other emergency.
12. The library, in its sole discretion, reserves the right to terminate the Applicant's right to the use of the meeting room at any time either with or without cause, and the applicant releases the Library Board from any damages or other liability for losses relating thereto. If such a reservation is cancelled, the Library will give notice as early as possible and a full refund of paid monies will be given.
13. Materials left in the meeting room and not picked up within 7 days will be disposed of at the Library's discretion.
14. Cancellations must be reported at least 48 hours in advance so that the room can be rebooked. The full rental fee will be charged for cancellations with less than 48 hours notice.
15. No goods or services may be sold on library premises except by permission of the Chief Librarian. All requests of this nature must be referred in writing to the Chief Librarian each time permission is required.

16. Insurance Coverage

Individuals or groups using the library's meeting room for an activity and/or an event **must provide proof of insurance**, in a form acceptable to the City of Thorold and the Library, at least 30 days; prior to the activity or event, that they have the minimum liability insurance coverage and that the Corporation of the City of Thorold and Thorold Public Library is named as additional insured. The applicant must indemnify and save the City of Thorold and Thorold Public Library harmless from all claims arising from the activity or event.

A minimum of two million dollars CDN (\$2,000,000 CDN) in Commercial General Liability (also known as General Liability, Commercial Liability or CGL) with no more than a \$1,000 deductible, for any and all medium and low risk activities is required. Coverage is mandatory. The deductible is wholly the responsibility of the applicant, in case of any claims.

The Library reserves the right to increase the limit to \$5,000,000 CDN where appropriate. The determination of the level of risk, and the amount of insurance coverage required is solely at the discretion of the library.

Insurance coverage will be mandatory for all groups and individuals, and no exemptions will be provided for any group or activity.

In addition to insurance coverage, a hold harmless agreement will be mandatory for all groups and individuals.

User Group Insurance

The City of Thorold and the Library through an insurance programme provides the opportunity to assist individuals and/or organizations without adequate insurance coverage. This policy will provide event and/or activity specific insurance in the amount of \$2,000,000 for a very reasonable cost.

The individual or organizations have the option to decline this service, however must still have insurance coverage in place. Should a group or an individual chose to secure their own insurance, they must have the broker fill out the City of Thorold Certificate of Insurance Form, and provide this to the Library at least two (2) weeks prior to the activity and/or event. A copy of this Certificate is available at the Information desk.

For activities which insurance programme excludes from coverage and/or provides only \$2 million in coverage where \$5 Million is required, the group or individual must secure their own insurance, in accordance with the conditions set out previously.

Insurance coverage must be in place for all activities occurring at the event, and for all participants, performers, spectators, volunteers; with Certificates of Insurance naming the City of Thorold and the Thorold Public Library as additional insured.

A copy of the Certificate of Insurance Form and the Waiver, Release and Indemnity Form are available at the Information Desk.

Thorold Public Library Board

Application for Use of Meeting Room

Name of Organization: _____

Name of Applicant: _____

Business Address: _____

Home Address: _____

Business Telephone: _____ Home Telephone: _____

Date Requested: _____ Time Requested: _____

Estimated Attendance: _____

Nature or Purpose of Event: _____

_____, do hereby state that I have read, understand, accept and agree to abide by Thorold Public Library's meeting room policy, regulations, fees, and charges.

Signature

Date

Room rental charges:

Not for Profit organizations \$20.00 per 2 hour block or part thereof

For Profit organizations \$40.00 per 2 hour block or part thereof

Additional Charges: NSF or returned Cheque \$20.00
Room not returned to original condition \$50.00 (minimum)

Cheques may be made payable to: **Thorold Public Library.**

Proof of Insurance Provided and copy attached: YES NO

Waiver, Release & Indemnity

To: Thorold Public Library Board/Thorold Public Library/The Corporation of the City of Thorold

In consideration of the granting of a permit for the use of The Thorold Public Library Meeting Room on _____
_____ between _____ and _____.

I/We (if applicable, "on behalf of") _____
hereby release THE THOROLD PUBLIC LIBRARY/THE CORPORATION OF THE CITY OF THOROLD,
its officers, agents, partners and employees, against all losses, damages, claims, demands and
actions arising directly or indirectly in any matter whatsoever in connection with the function or activity, and
I/We shall pay all costs and expenses of whatsoever nature or kind in connection with such claim or litigation.

I/We (if applicable, "on behalf of") _____ further agree to
assume full financial liability for any damage or loss to the permitted facilities, furniture and equipment
caused by any attendees or negligent or abusive treatment thereof.

Groups and organizations may book the room for meetings, education or training seminars, cultural events,
and community interest activities. All programmes must be consistent with the intent of the Canadian Charter
of Rights and Freedoms, the Ontario Human Rights Code and all other applicable laws and statutes, and must
comply with the Library's Rules of Conduct

By signing this form, I/We (if applicable, "on behalf of") _____ acknowledge
having read, understood and agreed to this waiver, release and indemnity.

Signed at _____ this _____ day of _____, 20____.

(Signature of Permit Holder)

(Print name of Permit Holder)