



## Facilities Rental Policy

Policy Number: 18-11

Policy Approval Date: February 12, 2018

Policy Review Date: February 2021

---

### Definitions

**After Hours Security Fee:** Is charged when the room rental occurs during times when the Library is closed, either before or after the specific location's regular hours of operation.

**Annex:** 1 Minerva St. E., Huntsville, ON

**Applicant:** The one individual who will act as the authorized officer for any group wishing to book meeting rooms. That individual will take responsibility on behalf of the group for all aspects of the room rental including the application and payment.

**Contract:** Facilities Rental Agreement Form

**Not for Profit:** A group, individuals or organization formed for the purpose of serving a public or mutual benefit. Not-for-Profit groups must not make or intend to collect money for personal gain.

**Library:** 7 Minerva St. E., Huntsville, ON

### Policy

All room rental bookings and use of any Library meeting rooms are subject to meeting the requirements laid out in the Library's standard room rental agreement. The following rules and regulations apply:

1. Meeting rooms are provided for library and library-related programs and meetings. After these needs are met, the meeting room facilities are available to groups and organizations in accordance with this policy as established by the Library Board.
2. Use of the meeting room by any group or organization does not constitute an endorsement by the Library Board of the group's policies or beliefs. The Library will not knowingly permit any individual or groups to use its facilities in contravention of federal, provincial and municipal laws, by-laws, and fire regulations.

3. Groups using the facilities may not limit attendance on the basis of race, colour, religion, sex, age, sexual orientation, mental or physical disability as defined by the Constitution Act, Canadian Charter of Rights and Freedom, 1982. The Library reserves the right to enter the room or attend any meeting held in its facilities.
4. Any individual, group or organization that wishes to book a meeting room must complete an HPL Facilities Rental Application.
5. Groups and organizations using the meeting rooms must not interfere with the regular on-going function of Library services.
6. Breach of contract by the user shall be considered to be notification of cancellation.
7. The Library shall not be responsible for any loss of, or damage to, equipment, books, films or other materials belonging to or in the care of the organizer during transportation to, from, or within the Library, while in use in the Library or while stored within the Library, however caused.
8. The Library may deny applications for use based on the availability of space, frequency of use, or requests for space by other groups and organizations.
9. Rentals include only the meeting rooms and any equipment; the lobby may be neither booked nor used by a group as part of the meeting space
10. No gaming or games of chance, including bingo and lotteries, are permitted.
11. Charitable fundraising is not permitted on Library property unless authorized by the CEO/Chief Librarian;
12. The Library reserves the right to refuse bookings at the discretion of the CEO/Chief Librarian.

### **Booking Information**

The Huntsville Public Library provides affordable meeting rooms for rent to profit and non-profit groups at the Library and Annex.

How to Book a Room:

1. Call, email or visit the Library directly for bookings.
2. Have date(s) and time ready so that the room availability can be checked.

3. Complete all fields of the HPL Facilities Rental Application.
  - a. Official name of organization and contact name must appear on form.
  - b. Time period for use of rental space must include time required for set up and return to original condition.
4. Return signed and dated form in person or by email.
5. Payment must be made at least seven (7) days prior to your booking.

## **Responsibility**

Groups are responsible for:

- Appointing a contact person (in all cases the organization will be sent the invoice);
- Room setup, unless setup is requested and setup fee is paid;
- Leaving the rooms in original condition. If not, the Library reserves the right to charge a room restoration fee.
- Adhering to meeting room capacity – signage is posted in all meeting rooms;
- Vacating at time listed in contract;
- The costs of any damages to Library property incurred;
- The costs for any additional janitorial cleanup;
- Catering, food, dishes, utensils;
- Providing masking/scotch tape, scissors, markers, extension cords, etc.;
- Security costs beyond normal library hours (at applicable spaces).

## **Equipment**

The rental fees include use of specific audio visual equipment. The equipment is listed on the Facilities Rental Agreement Form. Specific requirements for audio visual equipment must be confirmed at the time of booking. Equipment is picked up and returned to the Central Service Desk. A valid library card or identification is required to pick up any audio visual equipment.

## **Insurance | Town of Huntsville**

All groups must complete the insurance portion of the Facilities Rental Agreement.

### **Medium and High Risk Events**

The lessee is required to obtain and provide confirmation of the proper insurance policy of general liability insurance to provide coverage to the minimum of 5 million (\$5,000,000.00) dollars **per occurrence** against loss or damage resulting from bodily injury including death, personal injury, property damage including loss of use thereof and contractual liability in connection with or arising out of the function as a result of any negligence of the applicant group. If alcohol is being served, confirmation of insurance shall include Host Liquor Liability up to the full policy limits. The policy is to contain a cross liability/severability of insured clause. The Corporation of the Town of Huntsville is to be added as an additional insured.

### **Low Risk Events**

As the renter of municipal facility, please be advised in the event of a loss resulting from your negligence or your invitee's negligence, you will not be afforded protection under the Town's insurance program. To protect your interests as the renter of the facility, it is recommended that you purchase/have in place general liability insurance for your rental. To assist, insurance can be purchased through the Town.

### **Indemnity | Town of Huntsville**

In consideration of the Renter having rented the premises described earlier in this contract, the Lessee agrees to indemnify and save harmless the Corporation of the Town of Huntsville, Huntsville Public Library, its staff, officers, or agents, from all manner of actions, causes or actions and demands whatsoever which may at any time be commenced by or on behalf of the lessee names above against any or all of them for or by reason of any cause or matter whatsoever arising from rental of these premises.

### **Loss of Rental Privileges**

Failure to follow this policy, the Huntsville Public Library Rules, or the terms described in the rental agreement, after one written warning, will result in the cancellation of future room booking privileges.

The Library will not accept new bookings and will cancel existing room bookings for groups that have invoices outstanding of 45 days or longer.

Room bookings are accepted from individuals on behalf of organizations. The Library accepts no responsibility if the individual in question does not have the authority to book a room; the invoice will be sent to the organization in all cases.

### **Liquor Licence**

Alcohol may not be served unless properly licensed by the LCBO with a special occasion permit, and properly served by trained Smart Serve bartenders.

### **Publicity and Signage**

Publicity and signs, provided by the organization, must not give the impression that the Library sponsors the event. All signs must be professional, placed in the display stand provided, and removed immediately after the program.

### **Smoking**

Smoking, including e-cigarettes, is prohibited at all library locations.

### **Freedom of Information**

Personal information required on Library forms is for statistical or registration purposes only. Such information is collected under the authority of the Ontario Public Libraries Act, 1984, and will be used to facilitate the daily activities of the Library.

## **Fees**

Facility rental rates are set by the Library Board. Reduced rental rates are set for not for profit organizations. Fees are noted in the fee schedule.

Bookings are considered tentative until full payment is made. Full payment is required before the library's rooms can be used.

Additional fees are applied for:

1. Custom room set-ups and room restoration;
2. Equipment rental not listed in the rental agreement;
3. Late closing;
4. Failure to vacate a room on time.

Payment should be made by credit card (MasterCard or VISA), Interact, cash, or cheque in advance.

Room rental fees are waived only for:

- Library programs, partnership and co-sponsored programs and other library purposes
- Library related groups (such as the Huntsville Public Library Board, the Friends of the Huntsville Public Library, and SOLS)
- Town of Huntsville committees

## **Cancellation Fees**

Cancellations should be reported at least seven (7) days in advance, freeing rooms for other bookings.

Business days for room rental administration are Monday to Friday from 9:00am to 5:00pm.

Bookings cancelled:

- Seven (7) business day before the rental date will receive a full refund.
- Two (2) to seven (7) business days before the rental date will receive a 50%.
- Less than two (2) business days before the rental date will be charged the full rental fee.

At the discretion of the Library, a full refund will be given for cancellations due to unforeseen circumstances i.e.: weather, power outages. The Library assumes no responsibility for any other costs assumed by the renter.

## **Changes to Rental Dates**

The Library must be notified of any changes at least seven (7) business days in advance. No administration fee will be levied for additional dates/times or transferring to other dates/times. However, an administration fee may be levied for making excessive changes.

## **Damages**

The individual, group or organization is responsible for the costs of any damages to library property incurred while renting a meeting room. Products that will damage Library property and equipment include scotch tape, pushpins, nails, etc. If used and damage is incurred, the renter will be charged for maintenance and repair.

## **Keys**

To access the Annex, a key must be checked out at the Library. Residents in good standing may use their Library card to check out the key. The key must be returned to the Library immediately following the booking. If the Library is closed, the key may be placed in the Drop Box.

Non-residents must provide proof of identification and payment information. A replacement charge will be processed if a key is not returned.

## **Related Documents**

Facilities Rental Application

Fee Schedule

Library Code of Conduct

Partnership Policy

Privacy Policy

Safety, Security & Emergency Policy

Town of Huntsville & Huntsville Public Library Board Memorandum of Understanding

Town of Huntsville Rental Insurance Policy

## **History**

Approved by the Huntsville Public Library Board on February 12, 2018 | Motion 18-11

Motion: 15-36 | April 13, 2015

Motion: 11-32 | June 11, 2012.