



Richmond Hill Public Library Board

MEETING ROOM RENTAL POLICY

1.0 **Purpose and Scope**

The Library will provide space for meetings of residents, community groups and commercial organizations.

2.0 **Policy Statement and General Guidelines**

Richmond Hill Public Library maintains and welcomes public use of meeting rooms located in its public facilities, in keeping with its Strategic Plan goals to enrich community connections and to provide vibrant spaces.

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.

Library meeting rooms may be used for the following purposes:

- Provision of Library programs and services to the public;
- Partnerships with community agencies and organizations providing programming and activities complementary to the Library's interests in literacy and life-long learning;
- Affordable meeting space for use by not-for-profit and commercial organizations.

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 the Criminal Code of Canada.

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*. All applicable Federal, Provincial and Municipal legislation and regulations, including the *Human Rights Code of Ontario*, must be observed at all times. Permitted events must be complementary to Library functions.

3.0 Selection Criteria

All requests for meeting room rentals must be forwarded to the Customer Services Department. Upon approval a written agreement will be signed by both parties and fees paid in full. This agreement will detail the rights and responsibilities of both parties.

4.0 Terms and Conditions of Use

4.1 Meeting Room Rental Agreements

The Library establishes Meeting Room Rental Agreements, outlining the fees, terms and conditions for renting space at Richmond Hill Public Library. All renters are required to sign a Rental Agreement (see *Appendix A*). The individual who signs the use agreement represents the person, group, company or organization which is responsible for the payment of the invoice and the terms of the agreement.

Applicants for room rentals must be 18 years of age or older.

Meeting room bookings will not be confirmed until signed copies of the Meeting Room Rental Agreement Form are returned and all fees are paid.

The Library reserves the right to accept or refuse a reservation, or to cancel any booking at its discretion.

The payment of any professional fee to a performer or speaker is the responsibility of the renter.

Renters are responsible for ensuring that the allowable seating capacity of the room is not exceeded.

Renters who use Library facilities are responsible for any damages incurred. They will be required to indemnify the Richmond Hill Public Library Board against any and all claims which may arise out of or by reason of granting the use of these facilities.

The Library reserves the right to attend any meeting held in its facilities.

4.2 Cancellations

Refunds for prepaid bookings will be issued, less a 20% Administrative Fee if the cancellation is made at least seven (7) days before the booking date.

Cancellations made within seven (7) days of the booking will be non-refundable.

Should there be a Library closure due to unforeseen circumstances such as inclement weather or power outage, all fees will be refunded in full. The Library assumes no responsibility for any other costs occurred by the renter.

4.3 Hours of Availability

Rooms are available for use during Library hours (*see Appendix B for Hours of Availability*). Meeting rooms are not available when the Library is closed for holidays (*see Appendix C*), or on Sundays at branches, other

than Central Library. Rooms are available outside regular Library hours subject to the availability of Security Staff at an additional charge.

Rooms are available outside regular Library hours subject to the availability of Security Staff at an additional charge.

4.4 Equipment

Booking, pick-up and arranging equipment is the sole responsibility of the renter.

All Library-owned equipment must be returned in good condition to Library staff / Security staff, or the renter will be held responsible for the cost of repair and/or replacement. (see *Appendix D for Equipment Rental Fees and Terms*)

All non-Library equipment use is subject to the prior approval of the Library. The use of candles or open flames or incense is not permitted within the meeting room.

Set-up of tables, chairs, and equipment is the responsibility of the organization renting the facilities. Renters should allow sufficient time for the set-up and clean-up of the room as part of the booking.

It is the responsibility of those using the Library facilities to leave them in the same condition as found. Storage cannot be provided.

The Richmond Hill Public Library Board accepts no responsibility for lost or stolen articles.

4.5 Food and Beverages

Alcoholic beverages may not be dispensed or consumed on Library premises. Food preparation, cooking or re-heating is not allowed in the Library.

4.6 Advertising and Signage

The Library does not prepare advertising, in any form, for renters. The Library does not provide free space in Library publications for the renter's event.

The Library will post, on its website and bulletin boards, subject to the availability of space, limited information about the event, provided by the renter upon prior approval by the Library. The Library does not assume responsibility for the accuracy of information about the event. The Library may reject the information if it is incomplete or inconsistent with Library guidelines.

The Library will provide, subject to availability, portable display furniture to advertise the event, within proximity of the rental space on the day of the event.

Advertising of meetings of events taking place in Library meeting rooms must not imply endorsement by the Library of the content of the program or event.

4.7 General Liability Insurance

All renters are required to carry General Liability Insurance. This coverage is for the protection of the facility renter, Richmond Hill Public Library, the Town of Richmond Hill and all those participating in the use of the facility during the rental.

Those renting facilities from Richmond Hill Public Library will be required to produce a liability insurance certificate in the amount of \$2,000,000 per occurrence, including full participant coverage and naming Richmond Hill Public Library and the Town of Richmond Hill as additional insured..

If renters cannot produce the required certificate, they will be asked to purchase the required insurance at a nominal cost through a third party provider as arranged by the Town of Richmond Hill (*see Appendix E*).

4.8 Security

Security charges will apply when the event extends beyond normal Library operating hours, or when, in the opinion of the Library, additional security is required.

5.0 Rental Rates

5.1 Regular Rental Rates

The regular rental rate is established for a block of up to three (3) hours for an event. Additional rental time may be added in one-hour increments. Rental rates are attached as Appendix F to this policy.

5.2 Fee Category Definitions

Fee category is determined based on the status of the group or individual that is applying and not on the use they are making of the room. The Library reserves the right to interpret the definitions used in this policy.

5.2.1 Non-Profit Groups

An individual or organization qualifies as a non-profit organization if they are registered as such and are legally recognized as a non-profit organization.

Such individuals/organizations do not make or intend to collect money for personal gain.

There are six types of non-profit organizations:

- Registered charitable organizations (must provide registration number if requested)

- General organizations – e.g. ratepayers' associations, business or trade associations, community associations, condominium or cooperative housing corporations
- Sporting and athletic organizations
- Service Clubs – e.g. Rotary, Lions, Kiwanis
- Political parties
- Publicly funded educational institutions

5.2.2 Commercial Groups

For the purposes of this policy, all other groups, individuals or organizations that do not fall under the Non-Profit Group category are considered to be commercial groups.

6.0 Related Policies

- 1.0 Fines and Service Charges (April 2017)
- 2.0 Customer Code of Conduct (December 2014)

Enriching Your Connections, Choices and Community

| Dates | Motion # |
|--|-----------------|
| Effective Date: July 3, 2018 | |
| Approval Date: April 19, 2018 | 18:43 |
| Date of Last Revision: April 20, 2017 | 17:38 |

NOTE: Copies of:

Facility Use Agreement (Appendix A),

Hours of Availability (Appendix B),

Holiday Schedule and Library Closure (Appendix C),

Equipment Rental Fees and Terms (Appendix D),

Certificate of Insurance (Appendix E), and

Library Meeting Rooms – Rental Facilities (Appendix F)

are available at Richmond Hill Public Library

(905) 884-9288 ext. 758 (Room Bookings).



FACILITY USE AGREEMENT

Invoice #: _____ Date: _____

☐ Central Library

1 Atkinson Street
Richmond Hill ON L4C 0H5
905-884-9299

☐ Oak Ridges Library

13085 Yonge Street, Unit 12
Richmond Hill ON L4E 3L2
905-773-5533

☐ Richvale Library

40 Pearson Avenue
Richmond Hill ON L4C 6T7
905-889-2435

Organization: _____ Contact Name: _____

Address: _____ City / Postal Code: _____

Phone No: _____ Email Address: _____

Nature of Meeting: _____

Date(s) Required: _____ Time Required: _____ Room(s): _____

Mandatory General Liability Insurance
☐ Insurance provided by Lessee ☐ All –Sport Insurance purchased ☐ Copy of Certificate received
Equipment Options (check box if required)☐ Chairs – total number: _____☐ Tables – total number: _____

Renter responsible for set-up and take down of all chairs and tables

☐ Flip Chart and Paper **\$5.00/use**☐ TV/DVD Combo **\$10.00/use**☐ Screen **\$5.00/use**☐ Podium w. microphone **\$25.00/use****Rental Charges**

Charge for first 3 hours of use: \$ _____

Charge for additional time:

Hours: _____ x \$ _____ Rate: \$ _____

Charge for security guard:

Hours: _____ x \$ _____ Rate: \$ _____

Equipment Charge: \$ _____

Subtotal: \$ _____

13% HST (Reg. No. 119118982): \$ _____

Total Rental Charges: \$ _____**Total Insurance Charge (PST incl):** \$ _____**GRAND TOTAL:** \$ _____

***Reservation not guaranteed until payment has been received in full.** Rentals during hours of operation must be vacated at closing. Please make cheque payable to Richmond Hill Public Library. \$35.00 charge will be assessed for N.S.F. cheques.

Cancellation Policy:

- No refund will be made if an individual or group fails to notify the Library 7 days in advance of an intended cancellation.
- Should a group or individual cancel a booking more than 7 days in advance of the rental date, the Library will refund the full amount paid minus a 20% administration fee.

Date _____ Authorized Signature _____

(Staff to Complete this Section)

Confirmation of ReservationPayment Received (please check one) ☐ Cash ☐ Cheque ☐ Debit ☐ Visa ☐ Mastercard

Date _____ Authorized Signature for Library _____

DLR: April 2017



RICHMOND HILL PUBLIC LIBRARY TERMS AND CONDITIONS OF FACILITY USE

The Applicant's use of Library premises is on the following terms and conditions:

1. The applicant certifies that the signatory for the contract is the authorized representative of the Applicant and has the full authority to execute the contract and to bind the Applicant in respect of any other matter regarding the use of the Premises including General Liability Insurance and the supplied equipment.
2. The Library grants to the Applicant the non-assignable right to use the Premises and any supplied equipment solely for the purpose and on the dates and times stated on the contract. **The time period for use of the Premises must include the time required to prepare the Premises for use and to clean up the Premises after use.**
3. The applicant agrees that:
 - No refund will be made if the Applicant fails to notify 7 days in advance of an intended cancellation.
 - Should the Applicant cancel a booking more than 7 days in advance of the rental date, the Library will refund the full amount paid minus a 20% administration fee.
4. **The Applicant is solely responsible for the set-up and take down of the Premises and supplied equipment for use.** The Applicant shall not cause or permit the Premises or any supplied equipment to be defaced, injured or damaged in any way. The Applicant shall be responsible for any and all damages caused by its use of the Premises or the supplied equipment **and shall return the Premises and supplied equipment to the Library in the same condition as when their use began.** The Applicant shall pay to the Library, on receipt of an invoice, the reasonable cost of any and all repairs required to be made to the Premises or supplied equipment as a result of their use by the Applicant or any of its employees, invitees, attendees or guests.
5. In using the Premises and the supplied equipment, the Applicant will comply with all applicable federal, provincial and municipal laws, by-laws, policies and regulations including the Library's Rules of Conduct. The Applicant will ensure that all those in attendance on the Premises during the period of the Applicant's use will comply with such laws, by-laws, policies, regulations and rules.
6. **Any property of any kind brought on the Premises by the Applicant, its employees, invitees, attendees and guests, are at the sole risk of the Applicant and shall be promptly removed from the Premises after use of the Premises.** If the Applicant fails to vacate the Premises at the end of the period of use, the Library may remove property of any kind and dispose of it at the Applicant's expense. The Library shall not be liable for damages or loss as a result of any removal or disposal of any property in accordance with this paragraph.
7. The Applicant assumes full responsibility for the acts and conduct of all persons admitted to the Premises during the Applicant's use. The Library retains the right to interrupt or terminate the use of the Premises or to eject any person if designated Library staff members, in their sole discretion, consider it to be necessary in the interests of public order or safety. The Applicant waives any damages or compensation should its use of the Premises be so interrupted or terminated.

8. The applicant agrees that:
- The activities of the Applicant shall at all times be subject to the reasonable control of the Library. The Applicant agrees to take steps, as requested by Library, to avoid interference with the normal operations of the Library;
 - No games of chance, including bingo and lotteries, may be conducted on the Premises;
 - No charitable fundraising is permitted on the Premises unless authorized by the Richmond Hill Public Library Board;
 - No goods may be sold on the Premises; and
 - Preparation and distribution of all publicity or marketing materials respecting any event to be held on the Premises are the sole responsibility of the Applicant, but all such materials must comply with the Library's Display Use Policy and be approved by the Library prior to their distribution or circulation. No publicity or marketing materials shall be posted on Library premises without approval by the Library. RHPL's logo or image(s) may not be used without prior written permission of the Library.
9. The Applicant is responsible for any costs associated with its use of the Premises or the supplied equipment which are not specifically identified in the contract, excluding the supply of any utilities to the Premises.
10. **The Applicant shall be in default of these Terms and Conditions if it fails to pay any amounts due on their due dates**, if it breaches any of the Terms and Conditions, or if it poses a risk to the health and safety of the public or Library staff. **If the Applicant is in default, the Library may, in its sole discretion, terminate the use or intended use of the Premises without refunding any of the payment and shall be under no obligation to allow the Applicant to use the Premises in the future.**
11. In addition to the Library's right to terminate the Applicant's use of the Premises identified elsewhere in these Terms and Conditions, the Library, in its sole discretion, may terminate the Applicant's right to use the Premises if:
- It becomes aware of a use that is contrary to law;
 - The Applicant has misrepresented anything in its contract;
 - There is a likelihood of harm to any person or property;
 - It becomes aware that the Premises are intended to be a permanent or long-term location for the Applicant's activities;
 - The Applicant has previously misused the Premises or other Library facilities or materials or has failed to pay any fees or any sort owing to the Library; and
 - The Applicant has failed to make full payment for use of the Premises by the time of confirmation of booking of such use.
12. If the ability of the Library to provide the Premises for the Applicant's use is rendered impossible due to matters beyond the Library's control including, but not limited to, damage to the Premises and labour disruptions, then this contract shall be terminated and the Applicant shall be entitled to a refund of the fees it has paid to the Library. The Applicant waives any claims for damages or compensation on account of such termination other than the refund of fees referred to above.

I have read, understand and agree with the TERMS AND CONDITIONS OF USE above. Initials:_____

DLR April 2017



Richmond Hill Public Library Meeting Room Rental Policy

Hours of Availability

Central Library

| | |
|--------------------|------------------------|
| Monday to Thursday | 9:30 a.m. – 9:00 p.m. |
| Friday | 9:30 a.m. – 6:00 p.m. |
| Saturday | 10:00 a.m. – 5:00 p.m. |
| Sunday | Noon – 5:00 p.m. |

Oak Ridges Moraine Branch

| | |
|--------------------|------------------------|
| Monday to Thursday | 10:00 a.m. - 9:00 p.m. |
| Friday | 10:00 a.m. – 6:00 p.m. |
| Saturday | 10:00 a.m. – 5:00 p.m. |
| Sunday | Closed |

Richvale Branch

| | |
|---------------------|------------------------|
| Monday | Closed |
| Tuesday & Wednesday | 10:00 a.m. – 8:00 p.m. |
| Thursday & Friday | 10:00 a.m. – 6:00 p.m. |
| Saturday | 10:00 a.m. – 5:00 p.m. |
| Sunday | Closed |

Richmond Green Branch

No Meeting Room Facilities Available

HOLIDAY SCHEDULE AND LIBRARY CLOSURE

| Holiday | Date | Branch | Hours / Closed |
|-----------------------------|------------------|---------------|-----------------------|
| New Year's Day | January 1 | All | CLOSED |
| Family Day | Monday, February | All | CLOSED |
| Easter - Good Friday | Friday | All | CLOSED |
| | Saturday | All | Regular Hours |
| Easter Sunday | Sunday | All | CLOSED |
| Easter Monday | Monday | All | CLOSED |
| Victoria Day Weekend | Saturday | All | Regular Hours |
| | Sunday | Central | Regular Hours |
| | Monday | All | CLOSED |
| Canada Day | July 1 | All | CLOSED |
| Civic Holiday | Saturday | All | Regular Hours |
| | Sunday | Central | CLOSED |
| | Monday | All | CLOSED |
| Labour Day Weekend | Saturday | All | Regular Hours |
| | Sunday | Central | CLOSED |
| | Monday | All | CLOSED |
| Thanksgiving Weekend | Saturday | All | Regular Hours |
| | Sunday | Central | Regular Hours |
| | Monday | All | CLOSED |
| Christmas Eve | December 24 | All | Open – 1:00 pm |
| Christmas Day | December 25 | Central | CLOSED |
| Boxing Day | December 26 | All | CLOSED |
| New Year's Eve | December 31 | All | Open – 1:00 pm |



Richmond Hill Public Library Meeting Room Rental Policy

EQUIPMENT RENTAL FEES AND TERMS

| | |
|-----------------------------------|--|
| <i>Age Restrictions</i> | 18 years + (with photo ID) |
| <i>Reserves</i> | Yes |
| <i>Return Time</i> | Immediately following booking period – must return items in person to Library manager on Duty or security personnel. |
| <i>Lost and Damaged Materials</i> | Total replacement cost |
| <i>Refunds</i> | N/A |
| <i>Rental Fees</i> | <p>Screen - \$5.00 per use</p> <p>Flip Chart - \$5.00 per use (incl. paper only)</p> <p>Podium - \$25.00 per use (incl. microphone)</p> <p>*Projector/Television - \$10.00 per use</p> <p>* <i>Cables are not provided</i></p> |

Note: All fees are subject to HST

DLR April 2018

TOWN OF RICHMOND HILL CERTIFICATE OF INSURANCE

(to be completed only by the insurer or its authorized representative)

THIS IS TO CERTIFY TO: RICHMOND HILL PUBLIC LIBRARY

| Name of Insured: | | Address of Insured: | | |
|--|------------|---|----------------------|--|
| Town of Richmond Hill Contract or File Number: | | Site/Location & Description of Work/Activity to which this Certificate applies: | | |
| TYPE OF INSURANCE | POLICY NO. | EFFECTIVE dd/mm/yyyy | EXPIRY dd/mm/yyyy | LIMIT OF LIABILITY "PER OCCURANCE" |
| Comprehensive General Liability Includes: Property Damage Bodily Injury Non-Owned Automobile | | | | \$2,000,000 |
| Motor Vehicle Liability for all owned operated or leased vehicles | | | | |
| Umbrella or Excess Liability | | | | |
| Professional Liability | | | | |
| OTHER: | | | | |

Provisions of amendments or endorsements of listed Policy(ies):

1. Commercial General Liability Policy is extended to include Personal Injury Liability, Contractual Liability, Owner's and Contractor's Protective Coverage, Products-Completed Operations, Contingent Employers Liability, Cross Liability and Severability of Interest.
2. It is understood and agreed that **TOWN OF RICHMOND HILL** and **RICHMOND HILL PUBLIC LIBRARY** are added as **Additional Insured** to the above listed policies with respect to liability arising out of the operations at the above mentioned project.
3. If the insured provided under the said policy(ies) is cancelled or changed in any manner or for any reason during the period of coverage stated in this Certificate, the Insuring Company will give thirty (30) days prior written notice by registered mail of such a cancellation or change to:

Richmond Hill Public Library
Attention: Meeting Room Bookings
1 Atkinson Street
Richmond Hill ON L4C 0H5
4. The policy(ies) identified above shall protect each insured in the same manner and to the same extent as though a separate policy has been issued to each, but nothing shall operate to increase the Limits of Liability as identified above beyond the amount or amounts for which the Company would be liable if there had been only one Insured.
5. The policy(ies) identified above shall apply as primary insurance and not excess to any other insurance available to the Additional Insured as set out in Item 2.

CERTIFICATION

I certify that the insurance is in effect as stated in this certificate and that I have authorization to issue a certificate for and on behalf of the insurer(s). This certificate is valid until the expiration date(s) shown unless notice is given in writing in accordance with Item 4.

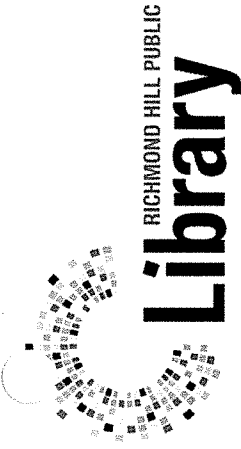
| | |
|---|--|
| Date: | Name, Address and Telephone No. of Insurance Company |
| Name, Address and Telephone No. of Insurance Broker | Original Signature and Stamp of Insurance Company |

DLR: April 2016

LIBRARY MEETING ROOMS – RENTAL FACILITIES – CENTRAL LIBRARY

| <u>Library</u> | <u>Room</u> | <u>Capacity</u> | <u>Furniture</u> | <u>Rental Fees:</u> <u>Non-Profit</u> | <u>Rental Fees:</u> <u>Commercial</u> | <u>Extras</u> |
|----------------|-------------------|-------------------------------------|--------------------------------------|--|---|---|
| Central | A | 45 chairs or 30 chairs at tables | 5 tables 30 chairs whiteboard | 3-hour block or part thereof: \$48.70 Additional time: \$16.20 per hour | 3-hour block or part thereof: \$97.45 Additional time: \$32.45 per hour | Kitchen area with sink, counter & fridge |
| Central | B | 45 chairs or 30 chairs at tables | 5 tables 30 chairs whiteboard | 3-hour block or part thereof: \$48.70 Additional time: \$16.20 per hour | 3-hour block or part thereof: \$97.45 Additional time: \$32.45 per hour | Kitchen area with sink & counter |
| Central | C | 10 chairs | 2 tables 10 chairs whiteboard | 3-hour block or part thereof: \$32.45 Additional time: \$10.80 per hour | 3-hour block or part thereof: \$64.90 Additional time: \$21.60 per hour | Boardroom Style Table and Chairs |
| Central | A & B combined | 90 chairs or 60 chairs at tables | 10 tables 90 chairs whiteboard | 3-hour block or part thereof: \$64.90 Additional time: \$21.60 per hour | 3-hour block or part thereof: \$113.70 Additional time: \$37.90 per hour | Kitchen area with sink, counter and fridge |

NOTE: All meeting supplies are to be provided by the group renting the facility. Set-up and clean-up of room is the sole responsibility of the group renting the facility. All fees are subject to HST.



RICHMOND HILL PUBLIC

Library

LIBRARY MEETING ROOMS – FACILITIES – OAK RIDGES AND RICHVALE LIBRARIES

| <u>Library</u> | <u>Room</u> | <u>Capacity</u> | <u>Furniture</u> | <u>Rental Fees:</u> <u>Non-Profit</u> | <u>Rental Fees:</u> <u>Commercial</u> | <u>Extras</u> |
|----------------|-------------|---------------------------------------|-------------------------------------|--|--|---------------|
| Oak Ridges | Auditorium | 40 chairs only 25 chairs at tables | 5 tables 30 chairs whiteboard | 3-hour block or part thereof: \$32.45 Additional time: \$10.80 per hour | 3-hour block or part thereof: \$64.90 Additional time: \$21.60 per hour | |
| Richvale | Auditorium | 65 chairs only 35 chairs at tables | 8 tables 65 chairs whiteboard | 3-hour block or part thereof: \$32.45 Additional time: \$10.80 per hour | 3-hour block or part thereof: \$64.90 Additional time: \$21.60 per hour | |

NOTE: All meeting supplies are to be provided by the group renting the facility. Set-up and clean-up of room is the sole responsibility of the group renting the facility. All fees are subject to HST

DLR: April 2018