

Room Rental Policy

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Purpose and Scope

The purpose of this policy is to set out the conditions for use of meeting and program rooms and event spaces at all Burlington Public Library (BPL) facilities, which are made available to the public for a fee when not being used for Library purposes.

Statement of Policy

BPL meeting and program rooms and event spaces are used to support the communities we serve. Community and commercial use will be permitted when the facilities are not required for service or administrative functions of the Library. Access to use of these spaces is prioritized in the following order:

- 1. Library programs, co-sponsored programs, and other Library purposes;
- 2. Community service providers, clubs, and non-profit organizations;
- 3. Others, including businesses and commercial groups.

By offering Library spaces for short-term rental by the public, BPL does not endorse or imply agreement with the ideas, policies, messages, or activities of any group or individual using the space. We acknowledge that Library spaces may be used by those who hold and express ideas contrary to BPL's vision and values. BPL believes that freedom of expression and access to ideas and information are essential to the health and development of a democratic society. The Library will not restrict freedom of expression within rented spaces beyond the limits prescribed by Canadian law.



Consideration for Library Operations

The Library is committed to providing physically safe and respectful spaces for public and staff, minimizing disruption to Library services, and maintaining the security of Library property.

Activities in or related to rented spaces must not unreasonably disrupt Library operations or use of general Library space and services by other customers. Activities that are likely to pose a safety hazard to event attendees, Library staff, or the public, or cause misuse or damage to Library property are not permitted.

All activities related to room rentals must be contained to the enclosed rented space. Activities or events in rented spaces should not duplicate or compete with existing Library services, programs, or events. Room renters may not solicit participation from general Library customers during their rental period.

Prohibited and Regulated Activities

The use of Library spaces must not contravene Canadian laws, including the Criminal Code and the Ontario Human Rights Code or other BPL policies.

Unlawful Activities

Activities related to room rentals including marketing and communication, content, and behaviour must not violate the <u>Criminal Code of Canada</u> or the <u>Ontario Human Rights Code</u>. This includes willful promotion of hatred or discrimination against an individual or group based on protected grounds.

Regulated Activities

Gaming, gambling, or games of chance, including bingo or lotteries (as regulated by the <u>Alcohol and Gaming Commission of Ontario</u>) are not permitted in Library spaces.

Activities requiring a permit, such as the service of alcohol, are not permitted without obtaining written authorization from the Library and all relevant permits.



Partisan Political Use

Public libraries play an important role in encouraging democratic participation and awareness and we must preserve public trust in BPL's position as an independent organization. Renting Library space for partisan events, or election or campaign activities is prohibited.

Library space may, however, be rented or used by BPL for non-partisan political activities such as voter awareness events, all candidates' debates, or polling stations.

Implied Collaboration with BPL

Unless prior, written permission is given, room renters must not misrepresent their relationship with the Library to state or imply BPL's endorsement, sponsorship, or support of an event or organization.

- Library space may not be used in a way that is intended to establish the space as a permanent location for the user's activities and/or operations
- BPL's logo or image(s) may not be used in communication or promotional material without prior written consent from BPL
- Communication and/or promotion may not state or imply that BPL is a partner, sponsor, or supporter of the event(s), without prior written consent
- BPL reserves the right to request room renters include a disclaimer of nonaffiliation on marketing and communication material for events occurring in rented spaces

The Library may deny or cancel a room rental when the Library, in consultation with legal counsel where appropriate, reasonably believes that the proposed use is likely to or will violate any BPL policies or room rental terms and conditions. If the Library discovers that any prohibited activity is occurring after the event has commenced, the event may be terminated.

Payment and Terms

Room renters agree to pay the rental fees listed on BPL's room rental website (as approved in the Fees & Charges Policy) at the time of rental request as well as any penalty fees for misuse or agreed upon administrative charges required for large or complex bookings.



Renters must abide by the Terms & Conditions outlined in Appendix A. Failure to abide by the Terms & Conditions may result in cancelled bookings, additional charges, and/or a ban from future bookings at the discretion of the Library.

- Effective Date: January 2025 (previously named Community & Event Space Rental Policy)
- Projected Review Date: 2027
- Motion #/Date: #00-07, Feb. 17, 2000, #11-108, Nov. 17, 2011; #18-22, Feb. 15, 2018; #24-58, Sep 12, 2024
- Amended Dates: February 17, 2000; November 17, 2011; February 15, 2018;
 September 12, 2024
- Associated Documents:
 - BPL Room Rental Terms & Conditions (Appendix A)
 - BPL Fees & Charges Policy

Appendix A

Room Rental Terms & Conditions (Appendix A)

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You must review and agree to Burlington Public Library's (BPL) Room Rental Policy and Room Rental Terms & Conditions before you rent space with BPL and abide by them with regards to your rental.

In this document, the term "event" means the use for which a meeting room or other Library space is rented, and "user" means the individual, group, or organization renting and using the room or facility.

Violations of the Policy and Terms & Conditions

Violation of the Room Rental Policy and Room Rental Terms & Conditions could lead to cancellation of events and a future prohibition on room rentals. Users will be held financially responsible for any damage done.

The individual booking the room rental is responsible for ensuring all parties involved in their rental understand and abide by the Room Rental Policy and Room Rental Terms & Conditions.

Library staff must have access to facilities and may attend any event held on library premises, free of charge, for the purpose of auditing or reviewing compliance with Library policies.

Consideration of Library Operations

Users will not unreasonably disrupt Library operations or impede the lawful use of general Library space by other people. Activities that are likely to pose a safety hazard to event attendees, Library staff, or the public, or which are likely to cause misuse or damage to Library property are not permitted.

All activities related to room rentals must be contained to the enclosed rented space, including event registration tables and signage. The Library does not allow the storage of event materials prior to or following the event.



Users will not be provided access to the room earlier than the start of the confirmed rental time.

Indemnification

The user agrees to indemnify and hold harmless and defend the Burlington Public Library Board, its officers, agents, and employees from any and all claims resulting from injuries, including death, damages and losses, including, but not limited to the general public, which may arise or maybe alleged to have arisen out of, or in connection with the user's event held in Burlington Public Library space.

Insurance

Insurance for events is covered by the Library's insurance policy. This cost is included in rental fees.

Some activities, such as photo and video shoots, are not covered under BPL's insurance policy. Users renting rooms for purposes not covered under BPL's insurance policy must provide proof of their own insurance coverage.

Security

Users must disclose any potential threats to safety or security of event attendees, organizers, and/or BPL staff posed by the activities occurring in the rented space. The Library reserves the right to cancel rentals or require private security personnel hired by the Library at the expense of the user.

Sale of Goods or Services

Financial transactions for the sale or purchase of goods or services or collection of donations are prohibited within the Library without prior written consent by BPL. Rented rooms are not intended for sales.

Event Promotion and Signage

Approval from BPL to rent the space is not an endorsement of the user or event. Promotional materials must not communicate or imply library endorsement of or affiliation with the event or organization.



Users are not permitted to post directional or promotional signage outside the rented space. Users are not permitted to solicit or direct general Library visitors to participate in or attend activities in a rented space.

As per BPL's Room Rental Policy:

- BPL's logo or image(s) may not be used in communication or promotional material without prior written consent from BPL
- Communication and/or promotion may not state or imply that BPL is a partner, sponsor, or supporter of the event(s), without prior written consent
- BPL reserves the right to request room renters include a disclaimer of nonaffiliation on marketing and communication material for events occurring in rented spaces

Room Set Up

The responsibility for room set up varies depending on the space:

- **Centennial Hall:** BPL staff will set up the room as requested in the rental. Setup options are outlined in the online reservation system.
- Frank Rose Room, Ron Ness Training Room, and Small Meeting Room: these rooms have pre-set layouts and cannot be changed.
- Holland Room, Branch Program Rooms: these rooms are equipped with rolling flip top tables and lightweight stacking chairs. The room user is responsible for set up, which must occur during the user's reserved rental time.

Technology and Audiovisual Set Up and Use

Rooms are equipped with a simple audiovisual setup as described in room descriptions in the online portal. Room users are responsible for connecting their devices to the audiovisual equipment using the provided cable and instructions. BPL staff are not available to operate audiovisual equipment during the rental.

BPL does not actively support Apple technology (MacBook, iPad) in our rental spaces.

Food and Drink

Users are free to arrange catering or supply their group with food and non-alcoholic beverages, except in Ron Ness Training Room where no food or drink is allowed. All food must be prepared in compliance with Halton Region Public Health food safety requirements. No coffee makers, food warmers, or heating appliances are permitted. All



catering supplies and food must be removed from the room at the end of the specified time.

Rooms are not equipped with kitchenette facilities or access to a sink, except for Centennial Hall. Users are responsible for waste disposal and cleanup.

Permission to serve alcohol during room rental events is considered on a case-by-case basis. If permission is granted, the user is responsible for obtaining the liquor license and following all associated regulations. A copy of the license must be provided to BPL in advance of the event.

Permits and Public Performance Rights

The user is responsible for obtaining and paying for all permits, licenses, and fees required by third parties. This includes (but is not limited to), special event permits and licenses to perform or play music or films.

Traditional Use of Tobacco by Indigenous Persons

Smudging, the smoking of tobacco, or holding lighted tobacco for traditional Indigenous cultural or spiritual purposes are permitted under Section 19 of Ontario Smoke Free Act when carried out by or with, an Indigenous person. BPL recognizes that smudging and pipe ceremonies are a part of the Indigenous traditional way of life and are therefore welcomed on its premises. Prior coordination with the Library is required to ensure appropriate fire safety and building system measures are taken. No other use of open flame, including candles, is allowed.

Condition of the Room

The user must leave the rental space in a clean condition and vacate the space at the specified end time of their rental. This includes making sure any food or garbage is placed in appropriate receptacles and no excessive mess is left on the floor or tables. Additional charges may be incurred by users who remain beyond the specified end time or leave damage or excessive mess in the rented space.



Room Request Process, Changes, and Charges

All reservations must be made through Library booking software where prices, room capacity, set-up options, and available equipment are detailed for each available rental space.

Questions and requests regarding room rentals should be sent by email to roomrental@bpl.on.ca. If you do not have access to email, call the Library at 905-639-3611 and staff will assist you.

Reservation Process

Users can reserve a room up to six months in advance. A library card is not required to book. The individual submitting the room rental request is responsible to read, agree to, and ensure all parties involved in their rental understand and abide by the Room Rental Policy and Room Rental Terms & Conditions.

Centennial Hall Event Space

Centennial Hall is an event space at Central Branch with a capacity of up to 120 attendees. The space requires a minimum four-hour booking with any duration over four hours booked in 30-minute intervals. It must be reserved at least seven days in advance. Users must select the room layout for their event when submitting the reservation request form. Requests to change the selected layout for the event setup after the reservation is confirmed will be considered on a case-by-case basis.

When you submit a request to rent Centennial Hall, you will receive an additional questionnaire by email. This must be completed and reviewed by BPL staff before the rental can be approved.

Depending on the size and setup of an event, a Centennial Hall room booking may require an additional administrative charge, which will be quoted for your approval before the booking is confirmed. The credit card provided will be charged once the reservation and total fee is approved by both BPL and the user.



Meeting Rooms (Small Meeting Room, Frank Rose Room)

The Small Meeting Room and Frank Rose Room at Central Branch may be rented for same-day use. These rooms must be booked for at least one hour with any duration over one hour booked in 30-minute intervals.

These rentals are auto-approved and confirmed by email immediately. If Library staff discover users violate or are likely to violate the Room Rental Policy and Terms & Conditions, or that users inappropriately selected a non-profit rental rate when they should pay the regular rate, bookings may be cancelled or changed at the expense of the user.

These rooms have a fixed layout, and users cannot request a custom setup or rearrange furniture.

Branch Program Rooms, Holland Room, Ron Ness Training Room

Holland Room and Ron Ness Training Room at Central Branch and Program Rooms at all branches must be booked at least four days in advance. These rooms must be booked for at least one hour with any duration over one hour booked in 30-minute intervals.

Rentals are considered requests until they are reviewed and approved by BPL staff to ensure they align with the Room Rental Policy and Terms & Conditions. Once approved, your booking will be confirmed by email.

Setup in the Holland Room and Branch Program Rooms is self-serve and must be completed during the user's reserved time. Users do not have to return tables and chairs to their original configuration at the end of the rental period. Ron Ness Training Room has a fixed layout and can't be modified.

Room Rental Rates and Charges

There are two hourly pricing rates for room rental at the library: Non-Profit and Regular. The Non-Profit rate is for community service providers, clubs, and official non-profit organizations where no financial profit is made or intended (for example, a bereavement support group) or registered charities.



All other renters—individuals and businesses—are charged the Regular rate. This includes for profit groups hosting free events.

Payment is due at the time of rental confirmation.

Complex rentals in Centennial Hall may be quoted an additional hourly administrative fee prior to confirmation to cover staff time related to coordination, communication, and setup. This charge will be agreed to and applied in full when the reservation is confirmed.

Fees are reviewed annually and approved by BPL's Board of Directors in the Fees & Charges Policy. Users are charged the hourly rate posted in the online reservation system at the time they submit their reservation request.

Changes, Cancellations, and Penalties

Cancellations or changes must be made through the Library's online reservation system. Changes to a booking date, time, or location can only be made by cancelling the original reservation and submitting a new reservation request.

If your reservation is cancelled (or changed) with adequate notice, you will receive a refund minus an administrative cancellation/change fee. Centennial Hall reservations require 168 hours (7 days) notice for change or cancellation. All other reservations require 96 hours (4 days) notice for change or cancellation. Users will not receive any refund for their reservation if it is changed or cancelled without adequate notice.

Users will be charged a cleaning fee if the room is left in messy condition, as deemed by Library staff.

Users will be charged an overtime fee if they stay beyond the reserved booking period. Administrative and penalty fees are reviewed and updated annually by BPL's Board of Directors in the Fees & Charges Policy.

While infrequent, the Library reserves the right to cancel a room rental due to planned or unexpected branch closure. In this case the user can choose to receive a full refund for the reservation or have the reservation rebooked for an alternate date and time.



- Date: September 12, 2024
- Amended Dates:
- Associated Documents:
 - BPL Room Rental Policy
 - BPL Fees & Charges Policy