



**SUBJECT:** ROOM RENTAL POLICY

**Policy No:** 2022-25

**Date:** September 19, 2022

**Review Date:** September 2026

**Pages:** 10 (including appendices)

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## **PURPOSE**

The purpose of this policy is to identify the guidelines under which the Innisfil ideaLAB & Library spaces may be made available to the public, and to outline the fees, conditions, and priorities for use of community and event spaces available to rent from the Library.

## **POLICY**

### **General**

The Library's spaces are community assets that are utilized to advance individuals and the communities we serve in ways consistent with the Library's mission, values and strategic priorities. Library meeting rooms and event spaces are made available for use by the general public for a fee, when not being used for Library purposes. Meeting rooms are available on an equitable basis regardless of the beliefs or affiliations of the individuals or groups requesting their use, who are in compliance with the conditions outlined in this Policy, and other Library Policies. Renting a Library space does not constitute endorsement by the Library of the group or individual, nor their policies, aims, or activities.

## **Application**

This policy applies to all Staff who may be involved in the administration of and all members of the public and organizations who may be interested in the rental of Library space.

## **Definitions**

**An 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.

**The Applicant** is the one individual who will act as the authorized officer for any group wishing to book meeting rooms. That individual must be 18 years of age or older and willing to take legal responsibility on behalf of the group for all aspects of the room rental including the application and payment.

**A Charitable Organization** is a group that is registered with the Canada Revenue Agency as a charity, and which has a valid Charitable Registration Number.

**A Co-Sponsored Program** is one where activities take place in Library spaces that are offered by Library partners. Generally, the Library provides its space for free and the partner offers a learning activity for free. The partner can brand the program, but they work with the Library to ensure it is promoted by the Library and that relevant library resources are identified when appropriate.

**Commercial Organization** - Organizations and individuals engaged in or concerned with commerce will be charged the commercial room rental rate.

**Partnering Agencies/Community Partners** - Partner(ing) Agencies/Community Partners refers to the various organizations with which the Library has entered into a partnership for the purposes of pursuing mutual interests with the shared goal of enhancing quality of life for Town of Innisfil residents and library users. Partner(ing) Agencies/Community Partners refers to the various organizations with which the Library has entered into a partnership for the purposes of pursuing mutual interests with the shared goal of enhancing quality of life for Town of Innisfil residents and library users.

**A Non-Profit Group** is a group whose primary function is participation in a specified recreational, cultural, community service or leisure interest; a group whose primary function is service to the community at large through support of a shared interest and which must be managed by a voluntary executive and/or board; and boards of education and recognized religious institutions. The Library reserves the right to ask for proof of not-for-profit status.

**Partnership** is defined as a mutually beneficial agreement that assists both parties in the delivery of a program or service to their customer base.

**SOCAN** (the Society of Composers, Authors and Music Publishers of Canada) is a not-for-profit organization that represents the Canadian performing rights of millions of Canadian international music creators and publishers.

## **Guidelines**

### **Types of Rentals and Prioritization**

The primary purpose of the spaces operated by the Library is to facilitate the delivery of Library services; as such, the Library has priority over other uses, for any purpose. Rooms and event spaces will be made available to other organizations, residents, and businesses, only during times when they are not needed for Library services. Priority for use of designated spaces will be as follows:

- A) Library programs, co-sponsored programs, meetings, and other purposes
- B) Library-related groups and official partners
- C) Town of Innisfil departments, agencies, boards, and actively serving Councilors
- D) Election-related education and events that comply with the Library's Political Elections Policy
- E) Non-profit community groups and organizations
- F) Charitable organizations
- G) Others, including businesses

Exceptions to the prioritization schema may be made at the discretion of the Library in an effort to support the activities and inclusion of equity seeking groups in our community.

### **Fees and Payment**

A fee will be charged at an hourly rate, and will be stated in the Rental Agreement. Rental fees may be reduced or waived for organizations that partner with the Library, or which conduct activities that help meet the Library's goals as set out in the Library's Strategic Plan. A booking is not considered finalized until both the Rental Agreement has been signed and received by the Library, and the deposit has been paid (unless waived by the Library). A deposit of 50% must be paid no later than 5 days prior to the booking date. The remaining balance must be paid on the day of the booking, before the Applicant uses the space.

Rental rates are set by the Library and subject to change (see Schedule A). Hourly rates are based on the status of the Applicant, categorized as follows:

- A) Residents
- B) Non-Residents
- C) Charitable and Non-Profit Organizations
- D) Commercial Organizations

### **After Hours Fee**

When a booking occurs outside the Library's regular hours of operation, an hourly fee will be charged to the Applicant, in addition to the standard hourly rate (see Schedule A).

### **Cancellation**

#### **By the Applicant**

If the Applicant cancels a confirmed booking more than two operating days prior, the Library will refund the full amount, including the deposit. If the cancellation is received less than two operating days before the booking, the deposit will not be refunded.

#### **By the Library**

The Library may cancel a booking for any reason with 48 hours' notice. The Library reserves the right to cancel any booking without notice due to an emergency, events beyond its reasonable control, or if, in the opinion of the Library, the booking is in violation of Library policies or the terms set out in the Rental Agreement. If the Library cancels the booking, the Applicant will receive a full refund and the Library will have no further liability to the Applicant.

Library operational needs and strategic priorities change over time. Groups that work in collaboration and are aligned with library policies will be prioritized. Past approval should not be considered an ongoing commitment as Library staff are required to annually review priorities and commitments.

### **Waiving Rental Fees**

#### **Equitable Access**

The Library strives to improve equity of access to our spaces for the indigenous community as part of the Library's commitment to reconciliation. In addition, the Library wishes to ensure equitable access for marginalized groups. Fees may be waived for community groups and organizations when doing so will enable them to meet and/or conduct activities when they would otherwise be unable to do so.

### **Access for Town Staff and Councillors**

The Library supports the Town of Innisfil in carrying out its responsibilities to residents by waiving fees for room rentals for Town business when a Town Staff member is in attendance, and when no fees are charged to the public or another organization.

Fees will be waived for actively sitting members of the Town of Innisfil Council for two bookings per year, per Councillor, for the purpose of facilitating publicly convened meetings, excluding election campaigning and related activities.

## **CONDITIONS OF USE**

### **Food, Beverages, and Alcohol**

The Applicant is permitted to serve food and non-alcoholic beverages while using the space. The Library does not have a kitchen available, and will not provide any food or beverage related supplies, such as utensils, cups, and napkins. Events may be catered, with all supplies and equipment to be arranged and provided by the Applicant. When an event will be catered, the Applicant must provide this information prior to completing the booking, including all information about equipment and set-up.

### **Alcohol**

The approval of a request to serve alcoholic beverages will be considered in limited, low risk situations. The following factors will be reviewed:

1. Whether or not it is a Library or Town sponsored event;
2. Whether or not Library Staff will be in attendance;
3. The number of proposed attendees;
4. The length of the event (e.g. three hours or less); and
5. The timing of the event (e.g. middle of day).

Further to the approved application, including the approval to serve alcoholic beverages, the serving of alcoholic beverages is subject to the applicant holding an approved Special Occasion Permit application from the Alcohol and Gaming Commission of Ontario (AGCO), and must be in accordance with the requirements of the relevant Library Alcohol Risk Management Policy.

### **Animals**

The only animals permitted on Library premises are service animals. Animals cannot be brought in for the purposes of entertainment. The Library has the right to request proof that an individual requires a service animal.

## **Equipment**

Some equipment may be available to be booked with the rooms and must be booked in advance.

- A service charge may be levied
- Availability of A/V equipment is not guaranteed
- Organizations are responsible for the operation of such equipment, as well as any damage or replacement costs
- Library Staff will provide basic instruction in the use of Library equipment in advance of the booking date, at an agreed upon date and time
- All electrical equipment brought in by the Applicant is subject to the prior written approval of the Library

## **Room Set-Up**

Groups are responsible for their own set-up and clean-up which must be completed within the hours listed on the contract. Furniture will be returned to its original location at the end of the booking.

- No additional furniture or equipment other than that already available in the room will be provided
- A group may provide personal furniture or equipment with prior approval from the Library
- Nothing may be attached to the walls or the ceiling without prior approval from the Library
- Open flames (including candles of all types) are generally prohibited; however, exceptions may be made for ceremonial, cultural, or religious practices such as smudging, by Indigenous persons for traditional Indigenous cultural or spiritual purposes, consistent with the Smoke-Free Ontario Act. Exceptions will only be granted when appropriate safety standards can be reasonably met by both parties, and must be requested and approved prior to signing the rental agreement.
- Equipment, supplies or personal effects cannot be stored or left in Library rooms before or after use
- All garbage and recyclables must be placed in library designated receptacles. Applicants are encouraged to recycle materials to the best of their ability
- For some events, the Library may require the Applicant to provide a floor plan in advance, and reserves the right for advanced approval which must be completed no less than 5 days prior to the event

- A cleaning fee may be charged if the room is not left in the same condition in which it is found.

### **Advertising and Publicity**

Advertising or promotion of an event will not imply that the Library is endorsing the Applicant or the associated organization. The name and address of the Library may only be used for identifying the location of the event and the Library's logo will not be used in advertising materials without the prior written approval of the Library.

The Library reserves the right to view and approve of any advertising materials before they are distributed. If the materials do not align with the tenets of this Policy, the Library shall request their withdrawal and a retraction.

Any announcement or notices to publicize an activity must not be distributed within the Library without prior written approval from the Library.

### **SOCAN Fees**

[SOCAN fees](#) apply to groups playing music during the duration of the room rental at the Library. Music includes live and recorded, voice or instrument in both popular and classical categories. The Applicant is responsible for paying any SOCAN fees directly to the organization, and the Library will not collect or remit any associated fees.

### **RESTRICTIONS ON USE**

All activities, programs, meetings, or events conducted in the Library are subject to the Policies and Code of Conduct of the Innisfil ideaLAB & Library. The Applicant is responsible for the activities conducted in the space, and will ensure they are in compliance with Library Policies, as well as the [Canadian Charter of Rights and Freedoms](#), the [Ontario Human Rights Code](#), and all other applicable laws and statutes. The Applicant must ensure that children will be adequately supervised by an adult (aged 18+) at all times. Library Staff are not responsible for supervision.

The Library reserves the right to deny or cancel any booking, with or without advanced notice, which in the Library's opinion:

- Conflicts with the Library's Policies, Code of Conduct, or organizational goals
- Is contradictory to the Ontario Human Rights Code or other legislation
- There is a misrepresentation of the purpose or activities planned
- Activities pose a safety risk to participants/attendees
- There is a likelihood of misuse of premises or equipment
- There is an instance of past misuse of premises or equipment
- Past non-payment of fees

- Past infractions of Library Policies or applicable legislation
- Activities will negatively impact other customers' ability to use the Library
- The Applicant intends to sell tickets, goods or services, or recruit clients, without prior written approval from the Library

The following restrictions exist on the use of Library spaces, including room rentals:

- **Illegal Activity:** the Library will not knowingly permit any individual or group to use its facilities in contravention of Canadian or Ontario laws, including local Bylaws.
- **Discrimination:** The Library will not allow events or meetings where attendance is limited on Code-protected grounds, except where the prospective group satisfies the Library that such limitations are consistent with the ameliorative provisions of the Code and/or Charter. We will not approve of events that are intended to advocate actions that contravene Canadian or Ontario laws.
- **Sales Promotion:** Events promoting the purchase of specific brands/products/service are not allowed. General consumer education from knowledgeable professionals are not included in this category.
- **Gambling and private social gatherings,** such as birthday parties, showers, celebrations of life, are not permitted.

Social gathering bookings will only be permitted at the discretion of the CEO. Applicants who are denied permission to use Library facilities may, upon written request, have the decision reviewed by the CEO, whose decision shall be final.

## **LIABILITY**

The Innisfil ideaLAB & Library will not be responsible for personal injury or damage, nor for the theft or loss of clothing, equipment, or other belongings of the Applicant or anyone attending at the invitation of the Applicant.

The Applicant will be responsible for supervising the activities of everyone admitted to the space during their booking. The Applicant will be responsible for payment of all damage costs arising from the misuse of Library property.

Library Staff must have access to facilities at all times and may attend free of charge any event, meeting or course held on Library premises for the purpose of auditing or reviewing compliance with the Rental Agreement, Library policies, and applicable legislation.



**Related Policies**

*Library and Political Elections Policy*

*Strategic Partnership Policy*

*Vision, Mission Statement, Values and Commitment to Service Policy*

*Equity, Diversity & Inclusion Policy*

Approved by the Innisfil Public Library Board, September 19, 2022

Motion Number: 2022.67

Supersedes Policy #2017-19, approved December 11, 2017, Motion #2017.89 &

Policy #2015-04, approved April 20, 2015, Motion #2015.43;

Policy #2010-04, approved February 16, 2010, Motion #2010.19;

Policy #2009-10, revision approved May 19, 2009, Motion #2009.41;

Policy #2006-08, approved March 20, 2006, Motion #2006.26;

Policy #2001-07A, approved November 12, 2001, Motion #2001.52; &

Policy #2001-07, approved September 10, 2001, Motion #2001.39.

### Schedule A – Rental Rates and Fees

Facility (Lakeshore Branch)	Resident	Non-Resident	Charitable Rates	Commercial
Computer Training Lab	\$50.00 per hour	\$60.00 per hour	\$25.00 per hour	\$80.00 per hour
	<i>\$300.00 for 8 hours</i>	<i>\$360.00 for 8 hours</i>	<i>\$150.00 for 8 hours</i>	<i>\$480 for 8 hours</i>
Board Room (Occupancy: 18)	\$20.00 per hour	\$25.00 per hour	\$10.00 per hour	\$35.00 per hour
	<i>\$120.00 for 8 hours</i>	<i>\$144.00 for 8 hours</i>	<i>\$60.00 for 8 hours</i>	<i>\$210 for 8 hours</i>
Community Room (Occupancy: 56)	\$25.00 per hour	\$30.00 per hour	\$12.50 per hour	\$40.00 per hour
	<i>\$150.00 for 8 hours</i>	<i>\$180.00 for 8 hours</i>	<i>\$75.00 for 8 hours</i>	<i>\$240 for 8 hours</i>
Event Space Not available during Library open hours	\$30.00 per hour	\$35.00 per hour	\$15.00 per hour	\$60.00 per hour
	<i>\$180.00 for 8 hours</i>	<i>\$216.00 for 8 hours</i>	<i>\$90.00 for 8 hours</i>	<i>\$360 for 8 hours</i>
Reading Garden	\$25.00 per hour for min. 3 hour booking	\$30.00 per hour for min. 3 hour booking	\$12.50 per hour for min. 3 hour booking	\$40.00 per hour
	<i>\$150.00 for 8 hours</i>	<i>\$180.00 for 8 hours</i>	<i>\$75.00 for 8 hours</i>	<i>\$240 for 8 hours</i>
Study Rooms (Occupancy: 6 ea)	No fees, no reservations; first come, first served 2-hour maximum			
Deposit/ Cancellation Fee	50% of rental fee per booking			
After-Hours Security Fee	\$30.00 per hour			
Cleaning Fee (if applicable)	\$50.00			