



## Kingston Frontenac Public Library Room and Event Space Rental Agreement






This Room and Event Space Rental Agreement is entered into between Kingston Frontenac Public Library (the “**Library**”) and the party which has contracted for the rental of the Facilities from the Library described in this Agreement, as identified below (the “**Client**”), for good and valuable consideration including the promises made below, as of and with effect from the Rental Date shown below, which agreement includes all Schedules to this Agreement, all of which form an integral part of this Agreement.

Completed Agreements may be sent by fax (613-549-8476) or email [administration@kfpl.ca](mailto:administration@kfpl.ca).

**This Agreement must be received by the Library at least two (2) weeks prior to the requested Rental Date.** The Library will contact the Client to confirm rental of the Facilities.

<b>Client Information:</b>		
Organization:		
Contact:		
Street Address:		
City:	Province:	Postal Code:
Email:		Phone:

<b>Rental Information:</b> (rental hours are set out in <u>Schedule C</u> )			
Name of Event:			
Type of Event:		Expected Attendance:	
Facility <i>(e.g. Central Branch)</i>	Room <i>(e.g. Meeting Room #1)</i>	Date	Time <i>(9-5; 12-8; 9-12; 1-5; 5-8)</i>

<b>Preferred Setup Style – Please check one:</b>	
<input type="checkbox"/> Classroom 	<input type="checkbox"/> Boardroom 
<input type="checkbox"/> U-Shape 	<input type="checkbox"/> Theatre 
<input type="checkbox"/> Square 	<input type="checkbox"/> Other (please attach diagram)

**Rental Requirements:**

Equipment	Price per Unit*	Quantity
LCD Projector & Screen	included in price	
Conference Phone & Phone Line	included in price	
Screen only	included in price	
Sound System only	included in price	
TV/DVD unit	included in price	
Flip Chart and Markers	\$20.00	
Piano ( <i>Central only</i> )	\$31.00	

\*all prices reflect 2019 rates and are subject to HST.

Special Requirements (e.g. smudging)

Facility Rental and Security Fees
<p>The Facility Rental Fees are set out in <u>Schedule A</u>.</p> <p>A Security Fee will be charged where the Facilities will be in use by a Client before or after ordinary operating hours for the Library branch in question or at such other times when such Library branch is not open to the public. Security Fees are set out in <u>Schedule D</u>.</p>

<b>Applicant Signature:</b>	
<b>Date:</b>	

Personal information collected by the Kingston Frontenac Public Library is done so under the authority of the *Public Libraries Act*, R.S.O. 1990, c. P.44., s. 4(3) and s. 20 of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O., c. M.56., s. 28(2). The information collected will be used in the process of the library's business. Questions regarding the collection of this information should be directed to the CEO & Chief Librarian, Kingston Frontenac Public Library, 130 Johnson Street, Kingston, ON K7L 1X8 613-549-8888.

# Kingston Frontenac Public Library

## Room and Event Space Rental Policy

### 1. Purpose

Kingston Frontenac Public Library (the “**Library**”) meeting rooms and event spaces are made available to the general public for a fee when not being used for Library purposes (e.g. programs). The Library encourages the use of Library spaces by non-profit organizations for cultural and education purposes, government and other organizations including commercial or private entities. The Library also provides rental space to raise revenue to benefit library programs and services. The purpose of this policy is to set out terms and conditions governing the use of rental space in Library branches.

### 2. Scope

This policy applies to any individual, organization or group (each, a “**Client**”) holding an event, meeting, course or other activity (each, an “**Event**”) at the Library, including facility room(s) and event spaces, (collectively, the “**Facilities**”) pursuant to a Rental Agreement (as defined below).

### 3. Guiding Principles

The Library supports intellectual freedom as the prerequisite for an informed, democratic society and supports the Ontario Library Association Statement on Intellectual Freedom and the Intellectual Rights of the Individual. The Library promotes equitable access to services, while maintaining a welcoming and supportive environment free from discrimination and harassment.

### 4. Policy

#### 4.1. Library Policies on Use of Facilities

1. Compliance with Law. Any Client’s use of the Facilities shall be subject to, and the Client shall comply with, all applicable laws and all reasonable rules and regulations prescribed, from time to time, by the Library. In particular, all Clients must adhere to the Ontario *Human Rights Code*, the *Criminal Code of Canada*, the *Smoke-Free Ontario Act*, the *Ontario Cannabis Act, 2017*, as amended, and any other relevant legislation.

The Library acknowledges the traditional use of tobacco and other medicines (such as sage, sweetgrass and cedar) i.e. smudging, by Indigenous persons for traditional Indigenous cultural or spiritual purposes, consistent with the *Smoke-Free Ontario Act*. Accommodations for smudging will be addressed in the Room and Event Space Rental Agreement.

2. Code of Conduct. All Clients must also abide by and all Events must be conducted in a manner consistent with the Library's Code of Conduct and Accessibility for Users with Disabilities Policy.
3. No Endorsement. Permission to rent Library spaces does not imply any endorsement of the aims, policies or activities of any individual, organization or group.
4. Right to Refuse or Terminate Rental Agreements. When making the Library's meeting rooms and event spaces available for use, the Library is committed to ensuring the dignity and safety of the public and staff without disruption to Library services, and to maintain the security of Library property. The Library may, in its sole discretion, refuse any Rental Agreement (as defined below) that is incomplete or lacking in accompanying information. The Library reserves the right to refuse or terminate any Rental Agreement when it reasonably believes:
  - a. the Facilities will be used for a purpose that is likely to promote, or would have the effect of promoting discrimination, contempt or hatred for any group or person on the basis of race, ethnic origin, place of origin, citizenship, colour, ancestry, language, creed (religion), age, sex, gender identity, gender expression, marital status, family status, sexual orientation, disability, political affiliation, membership in a union or staff association, receipt of public assistance, level of literacy or any other similar factor;
  - b. the Facilities will be used for a purpose or action that is contrary to the law or any of the Library's policies or Code of Conduct, including violent, threatening, abusive, harassing, or disruptive language or conduct; or
  - c. the Client has made any misrepresentation to the Library in respect of its intended use for the Facilities;
  - d. the Client is in breach of any of the terms of the Rental Agreement, including, for certainty, the terms of this policy;
  - e. in granting use of the Facilities to the Client, there is a likelihood of physical hazard to any person, whether participants, audiences or other patrons of the Library;
  - f. in granting use of the Facilities to the Client, there is a likelihood of misuse of Library premises or Library equipment; or
  - g. the Client has misused Library premises or Library equipment in the past, or has failed to pay any amounts due and payable to the Library, including without limitation any Fees or Security Fees (as defined below).
5. Appeal. Clients who are denied permission to rent space may, upon written request, have the decision reviewed by the Chief Librarian, whose decision shall be final.

6. Library Access to Facilities. Library staff must have access to the Facilities at all times and may attend any Event free of charge for the purpose of auditing or reviewing compliance with Library policies and the terms and conditions of the Rental Agreement. Further, the Library may require a security plan to be submitted by the Client and/or the presence of police officers or security guards may be required during the event, the cost of which shall be borne by the Client. (See 4.3.2. for fees)

## 4.2. Rental Procedures

1. Rental Agreement. Clients must complete and sign the Room and Event Space Rental Agreement (the “**Rental Agreement**”) for the use of the Facilities, agreeing to be bound by the terms and conditions including, without limitation, the room and event space rental policy set out in this Schedule, which must be submitted to the Library’s administration office either electronically or in hard copy at its Central Branch at 130 Johnson Street, Kingston, Ontario.
2. Submission Deadline. Rental Agreements, completed in full, must be received by the Library at least two (2) weeks prior to the date requested and not earlier than one (1) year prior to the date requested.
3. Payment of Fees. Payment for the full amount of the Fees (as defined below) must be submitted with the Rental Agreement.
4. Late Termination by Client. Termination by a Client of a Rental Agreement with less than seventy-two (72) hours’ notice will result in a penalty of up to fifty (50%) percent of the Fees paid plus any Security Fees (as defined below) and additional costs which may have been incurred by the Library in preparing the Facilities for the Event. Penalties may be waived if the Facilities are subsequently booked by another Client, at the Library’s sole discretion.

## 4.3. Fees

1. Fees. Rental fees (the “**Fees**”) shall be set by the Library Board. The current fee schedule for rentals of the Facilities is available on the Library website, [www.kfpl.ca](http://www.kfpl.ca), and attached to the Rental Agreement as Schedule A.
2. Security Fee. An additional fee will be charged where the Facilities will be in use by a Client before or after ordinary operating hours for the Library branch in question or at such other times when such Library branch is not open to the public (a “**Security Fee**”). A Security Fee may also be charged for Sunday rentals, and rentals at such other times when security personnel are not regularly scheduled. The Security Fee payable by a Client will vary on a case by case basis, depending on the date and duration of the Event, as determined by the Library in its sole discretion. The current fee schedule for the Security Fee is attached to the Rental Agreement as Schedule B.

3. Equipment Fees. At the option of the Client, the Library shall provide certain equipment rentals for the duration of an Event, for an additional fee (an “Equipment Fee”). The current fee schedule for Equipment Fees is attached to the Rental Agreement as Schedule C.
4. Student Music Recitals. A reduced Fee may be charged by the Library to certain Clients in connection with student music recital Events held at the Facilities, provided such Events meet the criteria set out in Schedule A to the Rental Agreement.
5. Currency. Clients shall pay to the Library the Fees and any Security Fee or other fees as are specified in the Rental Agreement. All such amounts shall be payable to the Library in Canadian funds.

#### **4.4. Fee Exempt Clients**

1. Fee Exempt Clients. The following groups and organizations shall be exempt from paying the Fees in connection with a rental of the Facilities:
  - a. the Library and groups for which the Library has agreed to act as sponsor or co-sponsor;
  - b. Friends of the Library;
  - c. Committees on which Library staff are serving members on behalf of the Library;
  - d. City of Kingston and County of Frontenac Committees;
  - e. Committees of the Municipalities of the Townships of Frontenac; and
  - f. the Pittsburgh Community Benefit Fund,(collectively, “Fee Exempt Clients”).
2. Applicable Fees. For certainty, Fee Exempt Clients may still be charged a Security Fee in connection with any rental of the Facilities pursuant to Section 4.3.2, if applicable.

#### **4.5. Obligations of Clients**

1. Use. The Facilities shall be used only for the event as described in the Rental Agreement and only during the times specified in the Rental Agreement (the “**Rental Hours**”). The Client shall comply at all times with the terms and conditions of the Rental Agreement. The Library shall at all times maintain control of the Facilities and the Client and its guests shall not have access to or use of offices, product storage areas or other non-public areas of the Facilities. The Client shall not overload the electrical service provided by the Library. At the beginning of an Event, the Client, or a representative of the Client, must identify to its guests the location of the nearest emergency exit from the Facilities.

2. Number of Guests. As of the date of the Rental Agreement, the Client will confirm the estimate of the number of guests expected to attend the Event.
3. Decorations. The Client shall not construct, erect, or place any decorations or other improvements in or on the Facilities without the prior written approval of the Library. The cost of all such decorations and improvements shall be the responsibility of the Client. Immediately following the Event and within the Rental Hours, the Client shall remove all decorations and improvements constructed, erected, or placed in or upon the Facilities, and shall repair any damage caused by such installation or removal. In no event shall the Client use nails, screws, staples, industrial type adhesive tape, or any other manner of affixing decorations or signs which would result in damage to the walls, ceiling, or floor of the Facilities. Any existing décor belonging to the Library and forming part of the Facilities cannot be removed or altered in any way without the express written consent of the Library. The Client shall pay the cost of such removals or alterations and returning to original placement. The Library may remove any decorations, signs, or improvements that have not been approved, and the Client shall pay the cost of such removal. The Client shall not use nor permit the use of (a) confetti; (b) wax candles; (c) open flames or (d) small appliances anywhere in the Facilities.
4. Parking. The Client, and its agents, employees, invitees, and guests shall park only in areas designated by the Library and shall comply with all parking regulations governing such designated areas. If the Client, or anyone associated with the Client, parks vehicles in restricted areas, the Library may arrange to tow away such vehicles at the Client's expense.
5. Conclusion of the Event. The Client and its guests and invitees must vacate the Facilities by no later than the time set out on the first page of the Rental Agreement. Immediately following the Event and not later than the end of Rental Hours, the Client, at its own cost and expense, shall remove all signs, decorations, and improvements and shall leave the Facilities in a clean and tidy condition, free from all rubbish, debris, waste, unused materials, combustible materials and items of personal property brought into the Facilities by the Client or its guests. The Client shall be responsible for any costs incurred by the Library in remedying or restoring damage or breakage caused by the Client, its guests or invitees, which sum shall be in addition to any Fees paid or payable to the Library.
6. Conduct of Event. The Client, or the representative of the Client who executed the Rental Agreement on behalf of the Client, must be in attendance at the Facilities for the duration of the Event. The Client shall conduct the Event in a lawful and orderly manner and shall not do, or permit anything to be done to or at the Facilities that may become a nuisance, annoyance, or cause damage or inconvenience to the Library,

Library patrons or the Facilities. The Library, and its managers and employees, in their sole discretion shall determine what constitutes a nuisance, annoyance, damage, or inconvenience and the extent of the Client's responsibility for such matters, and the Library's decision in this respect shall be final. The Library may issue any orders or directions that the Library determines are necessary or advisable with respect to any nuisance, annoyance, damage, or inconvenience and the Client shall forthwith comply with same. The Client shall ensure that any public address system, music, or entertainment does not exceed levels of volume, which the Library, in its sole discretion, finds reasonable, nor which exceeds municipal standards.

7. Default by Client. The Client expressly waives any and all rights that it may have against the Library for the termination of its Rental Agreement and agrees that the Client shall make no claim against the Library arising from such termination and without limiting the forgoing, shall make no claim with respect to loss of profits, loss of economic opportunity, or consequential damages. The termination of a Rental Agreement pursuant to this section shall not prejudice any claims that the Library may have against the Client.
8. Release and Indemnity.
  - a. The Client agrees that the Library, and its officers, directors, members, employees and agents, including the City of Kingston, (collectively, the "**Library Group**") shall not be liable for any bodily injury to or death of, loss or damage to any property belonging to, the Client or its employees, invitees, or guests or any other person in, on, or about the Facilities, or for any interruption in the Event carried on in the Facilities.
  - b. The Client releases and discharges each of the Library Group from any and all actions, causes of action, claims, damages, demands, expenses, and liabilities which the Client now or hereafter may have, suffer, or incur, notwithstanding that the negligence or other conduct or omission of the Library Group or anyone for whose conduct the Library Group is responsible may have caused or contributed to such matter.
  - c. The Client hereby agrees to indemnify and save harmless each of the Library Group in respect of all claims of any nature and kind including, without limitation, claims for bodily injury or death, property damage, infringement of royalty rights, charges, slander, sedition and subversion which may occur as a result of public performance, actions or speeches, or other loss or damage arising from the Event or any act or omission of the Client or any agent, employee, invitee, or guest of the Client, and in respect of all costs, expenses, and liabilities incurred by the Library in connection with or arising out of such claims, including legal fees, disbursements and the expenses of any actions or proceeding pertaining



thereto, and in respect of any of its covenants and obligations under this Policy. This indemnity shall survive the expiry of termination of the Rental Agreement without limitation of time.

- d. If the Library is restricted from or unable to supply the Facilities on the applicable rental date or during all or any portion of the Rental Hours for reasons beyond the reasonable control of the Library, including but not limited to governmental action, strikes, lock-outs, failure of utility services, fire, earthquake, wind, lightening, insurrection, interruption or delay in the supply of goods and services to the Library due to reasons beyond the reasonable control of the Library, the Client releases the Library from all liability, costs, expenses action, claims, or suits. If the Library is unable or restricted from providing the Facilities for any other reason, the Client does hereby acknowledge and agree that the Library's maximum liability arising from costs, expenses actions, claims, or suits which the Client may have either in law or equity is limited to an amount equivalent to the Fees as set out in this Policy.
  - e. The Facilities are made available in an "as is" condition. The Library makes no representations, express or implied, regarding the condition, suitability or profitability of the Facilities for any purpose including the Event.
9. Alcohol. The Client acknowledges that the Library is not licensed to sell alcohol. With the prior written consent of the Library, a Client may apply to the Alcohol and Gaming Commission of Ontario (AGCO) Ontario for a special occasion permit for the consumption of alcohol. With all such applications to the AGCO, the terms of the City of Kingston Municipal Alcohol Policy must be followed, including the requirement that the Client obtain appropriate insurance.
10. Smoking. Any smoking, vaping or similar consumption of any substance including, without limitation, tobacco and cannabis products, is expressly prohibited in any area of the Library, including the Facilities. (See Section 4.1.1 for Smudging)
11. Gambling. Any gaming or games of chance, including bingo and lotteries, are expressly prohibited at any Event held at the Facilities.
12. Sales of Goods and Services; Fundraising. The sale of any goods and/or services, including, for certainty, charitable fundraising activities, (collectively, "**Sales**") on Library premises is expressly prohibited, except as follows:
- a. Sales by a commercial organization or entity that has entered into a co-sponsorship agreement with the Library;
  - b. Sales by community organizations or non-profit organizations that have received written authorization from the Library;

- c. Sales for the purpose of charitable fundraising by any organization or individual who has received written authorization from the Library; or
  - d. Sales of books in the context of a book launch Event.
13. Publicity and Advertising. The Client will be required to specify its full name or title in any publicity campaign or advertising for Events to be held at the Facilities. All advertising must identify the Facilities as the “Kingston Frontenac Public Library – [Branch Name]”. All advertising, including via social media, must be approved in writing by the Library before being published, posted or otherwise made available to the public.

## **5. General**

1. Entire Agreement. The Rental Agreement, together with all schedules and exhibits appended thereto, constitutes the entire agreement between parties and the parties agree that there are no representations or warranties, express or implied, statutory or otherwise and no collateral agreements or conditions hereto affecting the Rental Agreement or stipulated hereby other than as expressly set forth or referred to herein.
2. Amendments. No amendment or waiver of the Rental Agreement shall be binding unless executed in writing by the parties to be bound thereby. No waiver of any provision of the Rental Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of the Rental Agreement constitute a continuing waiver unless otherwise expressly provided.
3. Assignment. The Rental Agreement is not assignable in whole or in part by the Client, but may be assigned in whole or in part by the Library.
4. Time of the Essence. Time shall be of the essence of the Rental Agreement.
5. Applicable Law. The Rental Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada, as applicable. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Ontario sitting in Kingston with respect to any matter arising under or related to this Agreement.
6. Successors and Assigns. The Rental Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
7. Headings. The captions appearing in the Rental Agreement, and in particular, in this policy, are inserted for convenience of reference only and shall not affect the interpretation of the Rental Agreement.

8. Gender and Number. The Rental Agreement is to be read with all changes of gender or number required by the context.
9. Severability. If any covenant or provision contained in the Rental Agreement, including without limitation, in this policy, is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the enforceability or validity of any other covenant or provision of the Rental Agreement or any part thereof.
10. Schedules. Each of the schedules attached to the Rental Agreement are hereby incorporated into the Rental Agreement and form a part thereof. All terms defined in the body of the Rental Agreement and/or each of the schedules thereto, as may be applicable, shall have the same meaning in each of the other schedules attached hereto.
11. Execution in Counterpart and Electronic Signatures. The Rental Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and shall be effective as of the date hereof. The Rental Agreement may be transmitted electronically by scan or facsimile and the reproduction of signatures by scan or facsimile will be treated as binding upon the parties as if originals.

## **6. Attachments**

Schedule A: Rental Fee Schedule

Schedule B: Security Fee Schedule

Schedule C: Equipment Fee Schedule

## **7. Document Control**

Last Reviewed: February 2021

Next Review: February 2025

## **Schedule A:**

### **Facilities Rental Hours**

The Facilities may be rented for three (3) or four (4) hour "Half Day" periods, as follows:

- a) From 9:00 AM until 12:00 PM (noon)
- b) From 1:00 PM to 5:00 pm; or
- c) From 5:00 PM to 8:00 PM.

The Facilities may be rented for eight (8) hour "Full Day" periods, as follows:

- a) From 9:00 AM until 5:00 PM; or
- b) From 12:00 PM until 8:00 PM.

See Schedule B to this Agreement for Fees payable in respect of Half Day and Full Day rentals.

## Schedule B:

### Facilities Rental Fee Schedule

The Fees payable for a rental of the Facilities are as follows:

Central Branch			
Room	Availability	Half Day	Full Day
Meeting Room #1	Any	\$125	\$250
Meeting Room #2	Any	\$100	\$200
Meeting Room #3	Any	\$62.50	\$125
Meeting Room #4	Any	\$62.50	\$125

Calvin Park Branch			
Room	Availability	Half Day	Full Day
Room A	Afternoons, Evenings & Weekends	\$62.50	\$125
Room B	Evenings & Weekends	\$62.50	\$125
Friends of the Library Community Room	Evenings & Weekends	\$100	\$200

### Student Music Recital Fees

There will be a flat rental fee charged in connection with recurring rentals of the Facilities at the Central Branch of the Library for student music recitals (the “**Recital Fee**”), provided that (a) the Client does not charge an entry fee for such Events, all such Events are held between Monday and Friday, beginning not earlier than 6:00 PM and ending not later than 9:00 PM. The applicable Recital Fee for the first three (3) such rentals of the Facilities shall be \$79 per Event and thereafter, \$73 per Event for any further Events in a given year. The Recital Fee includes use of Meeting Room 1 and a piano rental.

## Schedule C:

### Equipment Fee Schedule

The Equipment Fees payable for the use of Library equipment are as follows:

Equipment	Price
LCD Projector & Screen	Included in price
Conference Phone & Phone Line	Included in price
Screen only	Included in price
Sound system only	Included in price
TV/DVD Unit	Included in price
Flip Chart and Markers	\$20
Piano ( <i>Central Only</i> )	\$31

## **Schedule D:**

### **Security Fee Schedule**

The following Security Fees will be charged where the Facilities will be in use by a Client before or after ordinary operating hours for the Library branch in question or at such other times when such Library branch is not open to the public, or in respect of Sunday rentals and rentals at such other times when security personnel are not regularly scheduled:

- a) in respect of all such Half Day rentals, not less than \$90.00; and
- b) in respect of all such Full Day rentals, not less than \$180.00.