



Agenda

Committee of the Whole Meeting (COW 2021-01)

February 3, 2021 – 4:30 PM

Virtual Meeting – WebEx

She:kon, Aanii, Boozhoo, Waychaya, Kwey Kwey, Tawnshi. Let us bring our good minds and hearts together, to honour and celebrate these traditional lands as a gathering place of the Original Peoples and their Ancestors who were entrusted to care for Mother Earth since time immemorial. It is with deep humility, that we acknowledge and offer our gratitude for their contributions to this community, having respect for all as we share this space now and walk side-by-side into the future.

1. Call to Order / Regrets
2. Adoption of the Agenda
3. Policy Review
 - 3.1. Governance Process (G1-G9) (*brought forward from November 2020*) (*deferred to allow for Carver Governance orientation*)
 - 3.2. Executive Limitations (L1-L10) (*brought forward from November 2020*) (*deferred to allow for Carver Governance orientation*)
 - 3.3. Collection Development (report and policy attached)
 - 3.4. Community Engagement (report and policy attached)
 - 3.5. Social Media related policies (report attached)
 - 3.5.1. KFPL Employees Online and Social Media (policy attached)
 - 3.5.2. Public Use of KFPL Online Forums and Social Media (policy attached)
 - 3.6. Room and Event Space Rental (report and policy attached)
4. Other Business
 - 4.1.
5. Adjournment and Next Meeting:

Regular Board Meeting, Wednesday, February 17, 2021 at 4:30 PM, Meeting Room #1,
Central Branch

The Kingston Frontenac Public Library exists to offer all people throughout our service area access to broadly based resources in support of personal enrichment, life long learning, and community interaction, in person or in virtual space. These services are provided by expending revenues in a fiscally responsible manner.

KFPL Report to the Board

Subject: Collection Development Policy
Date: January 26, 2021
Prepared by: L. Webb, Director, Technology and Outreach

Background:

The Collection Development Policy is reviewed and approved annually by the Library Board. Major changes were made to the policy in 2016 to remove procedural clauses and to modernize the policy.

Analysis:

All KFPL librarians, led by A. Robinette-Woods, the Collections Librarian, were asked to provide feedback on the policy and to suggest revisions.

The following changes are suggested to clarify the policy and to reflect current practices:

Selection Criteria

Change from “Positive reviews in recognized reviewing sources” to “Reviews in reputable reviewing sources.”

Controversial Materials

The third sentence in the second paragraph of this section currently reads:

“Selection will not be made on the basis of any anticipated approval or disapproval but solely on the evaluation of the item’s literary merit, authenticity, honesty of presentation and use to the community. “

Suggesting the sentence end after “disapproval” as selection criteria are outlined earlier in the policy.

Request for Review of Library Materials form

Suggesting that the timeline for reviewing materials be extended. Acknowledgement of the request will be sent within two business days and a written response will be sent within 28 business days.

Staff would like to amend the “Request for Review of Library Materials” form as follows:

- Add: question to confirm if the KFPL Collection Development Policy and the OLA Statement of Intellectual Rights and Freedoms have been read

- Move: question about reading/viewing/listening the entire work from number four to number one

Appendices

OLA updated their “Statement on Intellectual Freedom and the Intellectual Rights of the Individual” in 2020. The new version will be appended to the policy.

Recommendations:

That the Library Board approve the Collection Development Policy as amended.

KFPL Statement of Policy

Collection Development Policy

1. Purpose

The purpose of this policy statement is to clarify the criteria used for selecting and acquiring materials, as well as the responsibility for maintaining the collections.

2. Scope

The Collection Development Policy applies to all formats in the Library collection, including print, non-print, audio-visual and electronic materials.

3. Guiding Principles

The mission of the Kingston Frontenac Public Library is to make a positive difference in the lives of everyone in Kingston Frontenac. The Library's collections are one of the primary ways the mission is realized. The Library strives to provide a dynamic collection of materials that is regularly evaluated and available in a variety of formats to serve the needs and support the interests of all members of our community.

The Library aims to provide community-driven and community-focused collections. Community input is obtained through direct suggestions from the public, discussions with stakeholder groups and continually evaluating the needs of the various cultural groups within Kingston and Frontenac County. Special consideration is given to materials with Kingston and Frontenac County authorship, content, or relevance.

The Library endeavors to provide equitable access to its extensive collections through a multi-tiered service delivery model which rationalizes the location, scope and focus of collections. In addition, items may be delivered to any branch at the user's request. The materials budget is maximized through coordinated and controlled expenditure.

Basic to the Library's Collection Development Policy is the [Ontario Library Association's Statement on Intellectual Freedom and the Intellectual Rights of the Individual \(2020\)](#).
(See Appendix A)

4. Policy

Responsibility for Selection

The responsibility for the selection of material rests legally with the Library Board. It, in turn, delegates the selection and withdrawal of materials to the professional staff who are responsible for the collection on a day-to-day basis.

Suggestions for purchase are welcomed from members of the public. All suggested purchases are reviewed by library staff who apply the same selection criteria that are applied to all other materials purchased by the Library.

Selection Principles

The materials purchased for the Library are selected with the purpose of carrying out the mission, vision and values of the institution. To that end, the Library has established the following goals of selection:

- To maintain a well-balanced and broad collection of materials for information, enjoyment, reference and research
- To foster intellectual growth, lifelong learning and the formal and informal education and enlightenment of the community
- To provide materials for the recreational and leisure pursuits of the public
- To stimulate thoughtful participation in community affairs by providing access to a variety of opinions and ideas

To assist in the process of selection, the following principles are used to judge the quality and the quantity of the items that are chosen:

- Contemporary materials representing various points of view, which are of current interest and possible future significance, including materials which reflect current conditions, trends and controversies
- Materials designed to increase the individual's ability to function effectively as a member of society
- Materials which provide access to practical information which develops the individual's dependence on self, thereby enhancing the quality of life
- Materials which provide an aesthetic experience, stimulate imagination and increase the individual's potential for creativity
- Materials, including the experimental or controversial, which may extend the individual's capacity to understand the world in which they live
- Materials which entertain and which may enhance the individual's enjoyment of life
- Source materials which thoughtfully interpret, document or illuminate the past
- In addition to English, French and Indigenous language materials, materials which reflect the diverse linguistic or cultural heritage of the community.

- Recognizing the responsibility to make works by Kingston Frontenac and Canadian writers widely available, the Library shall acquire Canadian materials in all categories.

Selection Criteria

When selecting materials for the collection, Library staff considers:

Non-fiction

- Purpose and importance
- Authority and reputation
- Accuracy
- Style, clarity and presentation
- Access
- Format
- Need
- Demand
- Price
- Relationship to other items in the collection
- Quality of illustrations or art
- Reviews in reputable library reviewing sources.

Fiction

- Style
- Creativity
- Characterization
- Literary merit
- Appeal
- Demand
- Price
- Need
- Relationship to other items in the collection
- Quality of illustrations or art
- Reviews in reputable library reviewing sources.

Accessible Collections

Many of the resources available at the Kingston Frontenac Public Library are suitable for patrons with print disabilities.

a) Vision Enhancements:

- Downloadable audiobooks
- Downloadable eBooks – the settings can be adjusted with the majority of our downloadable eBooks to suit personal preferences for text size and typeface
- Books on CD
- DAISY (Digital Accessible Information System) books
- Large Print Books

b) Hearing Enhancements:

- Many DVDs have a sub-title option
- Many of our databases have text-to-speech capabilities

Children's Collections

The Library's children's collections serve children from infancy through age twelve. Materials for these collections reflect the wide range of reading and interest levels that this age group includes. The children's collections exist to encourage children to develop a lifelong habit of reading for both recreational and informational needs. Materials for children shall be chosen in accordance with the Kingston Frontenac Public Library's overall collection development policy.

Teen Materials

Teen materials are selected to meet the informational and recreational needs of teens aged thirteen through eighteen. An effort is made to provide materials that support the developmental stages of all teens. The teen collections are not intended to be comprehensive, serving all the needs and interests of teens, nor is it the Library's intention that teens should be confined to the use of these materials. Materials for teens shall be chosen in accordance with the Kingston Frontenac Public Library's overall collection development policy.

Parental Responsibility

Responsibility for a child's or teen's choice and use of materials rests with their parent(s) or legal guardian(s). The Kingston Frontenac Public Library believes in the freedom of the individual, and the right and obligation of parents(s) or legal guardian(s) to guide, develop, interpret and maintain their own code of values in their family.

Library users of all ages have open access to the Library's collections. Selection for the adult collection is not restricted by the possibility that children or teens may access materials their parent(s) or legal guardian(s) may consider inappropriate.

Textbooks/Homeschooling Needs

School libraries serve the curriculum needs of students. The Library does not attempt to acquire textbooks or other curriculum-related materials except as such materials may also serve the general public. The Library recognizes the need to provide a wide variety of cultural and recreational reading matter for students in traditional schools and those being homeschooled, and to provide basic materials for students seeking to complete assignments outside school hours.

Collection Maintenance

In order to maintain a current and relevant collection, it is necessary to withdraw materials from the library collections regularly and systematically. The following criteria are considered when withdrawing materials:

- Accuracy
- Timeliness
- Physical condition
- Frequency of use
- Availability of other copies
- Relevance to needs and interests of the community

If still needed, items may be replaced or rebound. Replacement depends on the demand for the title, the availability of more current materials on the topic and the extent of the coverage of the subject in the collection.

Controversial Material

The Kingston Frontenac Public Library Board regards the right of access by an individual to information, controversial or non-controversial, through the public library as an important element of a democratic society.

The presence of any material in the Library does not indicate an endorsement of its contents. The Library recognizes that many materials are controversial and that any given item may offend some patrons. Selection will not be made on the basis of any anticipated approval or disapproval. ~~but solely on the evaluation of the item's literary merit, authenticity, honesty of presentation and use to the community.~~ In the case of controversial issues, an effort is made to see that all points of view are represented. While library staff will attempt to guide individuals and groups to materials suitable for their use, the ultimate responsibility for the choice made by the patron lies with the patron and/or their parent(s) or guardian(s).

Request for reconsideration of material must be made in writing and on the understanding that selection will not be determined by pressure from any group or individual nor will material serving the purpose of the Library be removed from the collection. Completed Request for Review of Library Materials forms (See Appendix B) are forwarded to the Collections Librarian for review. **Acknowledgement of the request will be sent within 2 business days and a written response will be sent within 28 business days.**

If the patron is still not satisfied, a written request for the review to be appealed will be forwarded to the Board for their consideration. The Board and the Chief Librarian will jointly rule on the appeal and report the decision to the complainant within 30 days of the next Board meeting.

Labeling of Collections

The Library does not label materials to indicate approval or disapproval of the content, nor does it expurgate any material in the collection. No catalogued book or other item will be placed on closed shelves, except due to space limitations or to protect it from damage or theft.

5. Appendices

Appendix A: Ontario Library Association (OLA) Statement on the Intellectual Rights of the Individual (2020)

Appendix B: Request for Review of Library Materials form

6. Document Control

This policy shall be reviewed on an annual basis.

Original Policy Date: 2007 February

Last Reviewed: 2021 February

Changes made:

Next Review: 2022 February

Appendix A:

Ontario Library Association

Statement on Intellectual Freedom and the Intellectual Rights of the Individual

Introduction

The Ontario Library Association and its divisions are committed to the fundamental rights of intellectual freedom, the freedom to read and freedom of the press, as embodied in the Canadian Charter of Rights and Freedoms.

Ontario Libraries have the important responsibility to facilitate expressions of knowledge, creativity, ideas, and opinion, even when viewed as unconventional or unpopular.

The Ontario Library Association declares its acceptance of the following principles for libraries:

1. Equitable access to library service to the public is based upon the right of the citizen, under the protection of the law, to judge individually on questions of politics, religion and morality.
2. Intellectual freedom requires freedom to critically examine and create other ideas, opinions, views, and philosophy of life, other than those currently approved by the local community or by society in general and including those ideas and interpretations which may be unconventional, uncommon or unpopular.
3. The free traffic in ideas and opinions is essential to the health and growth of a free society and that the freedom to read, listen, view, and create is fundamental to such free traffic.
4. Library governance ensures that the principles of intellectual freedom and expression of thought are upheld.

Library Service, Collections and Resources:

5. It is the responsibility of libraries to maintain the right of intellectual freedom and to implement it consistently in the selection of books, periodicals, films, recordings, and other materials including the provision of access to electronic sources of information and access to the internet. Materials are not excluded from library collections based on race, place of birth, origin, ethnic origin, ethnicity, citizenship, age, creed, disability, family structure, sex, and sexual orientation.
6. It is part of the library's service to its public to resist any attempt by any individual or group within the community it serves to abrogate, censor or curtail access to information, the freedom to read, view, listen or participate by demanding the removal of, or restrictions to library information sources in any format.

Library Programming, Events, and Space Bookings

7. It is the responsibility of libraries to maintain the right of intellectual freedom and expression by implementing it consistently when hosting programs and events within the public space of the library including rented public space by individuals and community organizations.
8. Libraries create welcoming community spaces where community members are free from discrimination and may engage in peaceful assembly. Libraries may cancel or deny permits to individuals or organizations when speech or displays are used in a way that is unlawful.

Applicable legislation:

[Canadian Charter of Rights and Freedoms](#): Section 2(b) of the Charter of Rights and Freedoms protects “freedom of thought, belief, opinion and expression, including freedom of the press and other media of communication”.

[Criminal Code](#): Section 63 pertains to Unlawful Assemblies and Riots. Section 297 pertains to defamatory libel. Section 318 pertains to hate propaganda.

[Ontario Human Rights Code](#): Sub-section 13 pertains to infringing on freedom from discrimination.

Appendix B:



Request for Review of Library Materials

The Kingston Frontenac Public Library Board regards the right of access by an individual to information, controversial or non-controversial, through the public library as an important element of a democratic society. In the case of controversial issues, an effort is made to see that all points of view are represented. All requests for reconsideration of material must be made in writing.

Completed Request for Review of Library Materials forms are forwarded to the Collections Librarian for review. Acknowledgement of the request will be sent within 2 business days and a written response will be sent within 28 business days.

Name: _____

Address: _____

Phone: _____ **Email:** _____

I represent: ☐ myself ☐ other: _____

Please confirm if you have read the following:

☐ KFPL Collection Development Policy ☐ OLA Statement on Intellectual Rights & Freedoms

Item for Review:

Title: _____

Author/Publisher/Producer: _____

1. Did you read / listen / view the entire work?

☐ yes ☐ no (*please explain*): _____

Please continue on next page ➡

- 2. What do you find objectionable or unsuitable about the material? Please be specific (include page numbers if possible).**

- 3. What do you feel might be the result of reading, viewing or hearing this material?**

- 4. What would you like the Library to do about this material?**

Signature _____ **Date** _____

KFPL Report to the Board

Subject: Community Engagement Policy and Toolkit

Date: January 26, 2021

Prepared by: L. Carter, Chief Librarian/CEO

Background:

In 2016 the Library Board struck an ad hoc committee composed of Library Board members and two members of the community to develop a community engagement policy and process. The community engagement policy and toolkit were approved at the March 22, 2017 Library Board meeting.

The Library Board changed the scope of the policy at the June 28, 2017 meeting when it passed the following motion: “That the Library Board exempt maintenance and repair issues from the community engagement process, except for the requirement to “inform” the public”.

At the June 28, 2017 meeting it was agreed that a group of board members would review the community engagement toolkit. Proposed revisions to the toolkit were included in the September 27, 2017 agenda. The revisions include reducing the number of questions and revising the assessment matrix to make it more basic, resulting in an assessment of low, medium, or high. The changes were approved at the September 27, 2017 meeting. At the same meeting it was agreed that because internal staff policies are between management and employees, they do not require community engagement.

The policy was approved with no changes in 2018, 2019 and 2020.

Analysis:

The revised toolkit (2017) is much easier to use and provides greater flexibility in determining the level of engagement required.

COVID-19 has forced the Library to pause in-person engagements but has not fundamentally changed the need to engage with our communities.

Stakeholders’ Consultation:

No consultation is recommended.

Recommendations:

That the Library Board approve the policy with no changes.

KFPL Statement of Policy

Community Engagement

1. Purpose

The purpose of this policy is to ensure that community engagement is integrated into decision making and planning at KFPL. The policy also serves to ensure that community consultation is conducted in a manner that appropriately reflects the complexity, community interest and impact of KFPL decisions.

Community engagement is an important tool for building and sustaining community trust.

2. Scope

The policy applies to all KFPL services and operations, with the exception of maintenance and repair issues which are exempt except for the requirement to “inform” the public.

3. Definitions

Stakeholders are defined as library users, individuals and/or communities, funding bodies or organizations that have an interest in the outcomes of a project or initiative.

4. Guiding Principles

- **INCLUSION:** We want to hear from and include all who have an interest or stake in the outcome of a decision. We will provide equitable opportunity to participate.
- **RESPECT:** Our engagement with the community will take place in an atmosphere of mutual respect.
- **TRANSPARENCY:** We will be open about decision processes, procedures and limits. We will communicate clearly in a timely and publicly accessible way. We will provide relevant background and context when informing or engaging the community about the initiative.
- **CLARITY:** We will be clear about defining the community's role in any public participation process. The promise, purpose and limitations on engaging the community and all stakeholders will be clear.
- **EFFECTIVENESS:** We will allocate sufficient resources to provide the appropriate level of engagement, use these resources wisely, setting and meeting reasonable timelines.
- **ACCOUNTABILITY:** We will be accountable for the process and outcome during and after the engagement process. We will report back to stakeholders regarding what we heard and how these results were used in reaching the decision.

5. Policy

The Community Engagement Toolkit shall be used to determine when and what level of community engagement is needed.

6. Communication

When communicating with stakeholders, the Library will do so in accordance with the complexity and impact of the issue as determined by the Community Engagement Toolkit and in a manner that reflects the guiding principles.

In order for owners and stakeholders to provide meaningful input, they need to understand the project or initiative. KFPL will build this knowledge by sharing the details of the project in plain language. Details shall include what has been done so far, why engagement is needed, what is being considered, what are the constraints, and how input is going to be used. To build credibility and trust in the engagement process, stakeholders will also need to understand:

- The overall engagement timeline
- Details of the engagement activities
- Who will be reviewing the input and making decisions
- What is expected of them as a stakeholder

It is important to develop a clear communication plan that will shape the whole engagement process and provide clear answers to stakeholder questions/concerns from the earliest stages to reporting back results. Owners and stakeholders are unable to provide input if they don't know about the opportunity to do so.

The engagement plan should work together with the project's communication plan to generate awareness about the engagement opportunities.

7. Engagement Planning

The Library will utilize the Community Engagement Toolkit to help shape a plan for engagement. The engagement plan serves as a roadmap for the engagement process and helps clarify:

- Engagement goals and objectives
- What KFPL are seeking input on
- Who KFPL stakeholders are
- Details such as engagement scope, budget, timelines, dates, roles and responsibilities
- At what level on the Spectrum of Strategies and Promises stakeholders will be engaged

- Decisions that are not open to input

8. Reporting Back and Evaluation

One of the foundations of a good engagement process is to ensure stakeholders know what has been done with their input. If stakeholders take the time to provide input they want to know what was done with it.

KFPL will compile and consider stakeholder feedback and report back on:

- What was heard (pulling all sources of input together).
- What decision was made and how the input was used.
- If nothing was changed as a result of the feedback, why?

It is best to include raw data in an Appendix in order for contributors to see their individual voices represented and ensure the reporting is an accurate reflection of the data.

By ensuring this feedback loop happens, stakeholders will be more inclined to participate in future engagement opportunities. If they know their time and efforts are being respected, we will continue to gain trust and credibility.

Evaluation is important for continuous improvement. KFPL will evaluate both the engagement process and engagement outcomes. Good engagement is not a formula.

The engagement plan should be designed to meet the unique needs of the stakeholders and the project at hand. By evaluating the process and engagement outcomes, KFPL can document lessons learned that can be applied to future projects. This extra step ensures we continually refine and improve our engagement efforts and approach.

9. Appendices

KFPL Community Engagement Toolkit

10. Authorities

11. Document Control

Original Policy Date: 2017 March

Last Reviewed: 2021 February

Changes made:

Next Review: 2022 February

KFPL Report to the Board

Subject: Public Use of KFPL Online Forums and Social Media Policy and KFPL Employee Online & Social Media Policy

Date: January 26, 2021

Prepared by: K. Sutherland Mills

Background:

KFPL uses selected social media platforms as tools to promote the Library and to communicate with the public regarding library programs and services. These policies outline appropriate use of these platforms by both staff and the public, guide staff decision-making around new content, and aid staff in addressing problematic public posts and comments.

Analysis:

Our YouTube channel has increased in activity since the policy was approved in 2020, but the current policy provides sufficient guidance to manage content and public engagement on the site.

The policies require the Library to set and follow best practices, outline the Library's commitment to monitoring social media to ensure timely responses, and provide guidelines to determine whether content is inappropriate or inaccurate with appropriate steps of action.

Two small additions to the text of the KFPL Employee Online & Social Media were made to add clarity for staff regarding appropriate use of corporate and personal social media accounts. No significant changes to either policy are required at this time.

Recommendations:

That the Board approve the revised Public Use of KFPL Online Forums and Social Media and KFPL Employee Online & Social Media policies.

KFPL Statement of Policy

KFPL Employee Online & Social Media Policy

The Kingston Frontenac Public Library uses online and social media to extend library service and engage with the community in a manner consistent with the Library's mission, vision and values, within the framework of the Library's Strategic Plan.

This policy will:

- promote the effective use of social media to support customer service;
- explain what is expected of KFPL staff in the use of KFPLs online and social media outlets;
- help to minimize exposure to risk by setting out clear guidelines for use and participation.

1. Scope

This policy applies to Library social media and online activities including, but not limited to, blogs, social networks and online communities, websites and mobile applications.

This policy applies to all KFPL staff. Employees are expected to seek clarity from supervisors or managers should they encounter instances not anticipated or fully addressed by this policy.

This policy is applied in conjunction with other library policies where applicable, including the Standards of Conduct for KFPL Employees policy.

2. Roles and Responsibilities

The official KFPL corporate social media channels are managed and monitored by the Manager, Programming and Outreach and designated social media users. Designated social media users are approved by the Manager.

While using KFPL corporate social media channels, employees should adhere to the same guidelines as outlined in the Public Use of KFPL Online Forums and Social Media policy.

Other forms of inappropriate communication that are applicable to KFPL employees **contributing to KFPL social media** are as follows:

1. Violation of any policies or procedures of KFPL including the Standards of Conduct for KFPL Employees policy.
2. Violation of provincial and federal legislation such as the *Municipal Freedom of Information and Protection of Privacy Act* and the *Canadian Anti-Spam Legislation*.

3. Expression of opinion regarding government policies (municipal, provincial or federal).

KFPL employees are committed to providing high quality service to their patrons; the Library expects this to be the case whether service is provided through traditional or online channels.

Postings, comments and online content should reflect the mission and values of KFPL and serve to enhance the Library's position in the community. If an employee becomes aware of library content that contravenes service policies, or undermines the image of the Library, then they should bring it to the attention of a supervisor at once.

Responses to public comments and suggestions regarding library services and programs shared via social media will be governed by the KFPL Service Feedback Standards policy.

Staff are encouraged to promote KFPL and KFPL programs using their personal accounts as appropriate, although this is not a requirement.

When using social media for personal use, staff should be mindful of their role in the organization, **and the policies of KFPL (e.g. Harassment)**, and consider the potential impact of their communications on the reputation and brand of the Library, and therefore act appropriately and with good judgement.

3. Library Content

Content is created by KFPL staff to assist in fulfilling our mission in serving the informational, educational, recreational, and cultural needs of our community. As such it will represent a broad range of ideas and opinions, and library materials referenced in online or social media content may come from any area of the collection. Online or social media content created by an employee in the performance of his or her duties is the property of KFPL, not the employee.

4. Risk Management

This policy, along with guidelines and training for staff, are intended to prevent incidents or problems that may occur when communicating online.

The Library will engage in best practices for managing online and social media channels, including:

- requiring approval for establishing channels;
- adhering to the terms and conditions of each social media platform;
- creating guidelines to assist employees in the effective and appropriate use of channels;
- monitoring channels to assess relevance and adherence to guidelines;

- providing appropriate staff resources to manage channels;
- training staff prior to use of KFPL online and social media channels;
- creating, posting and enforcing social media policies;
- evaluating the success and sustainability of channels.

In the event that an issue or an incident occurs, the Library will investigate the matter and take appropriate action, which may include one or more of the following:

- issuing a response, correction or apology;
- deleting a comment or post;
- pursuing legal advice and/or action;
- applying human resources procedures, including disciplinary action up to and including dismissal of an employee;
- reviewing incidents after the fact to determine if preventive measures or the Library's response could be improved.

Following on Twitter or Instagram, or joining/liking a page or group on Facebook, is a means of gathering content and information. It does not imply endorsement by the Library.

5. Specific Directives

No new online or social media channels will be established without prior approval of the Director.

The Library will post the KFPL Online and Social Media policy on online and social media channels. From time to time, as appropriate, the Library may post excerpts of the policy.

6. Accountability

The Director, Outreach and Technology is responsible for the implementation of this policy.

7. Appendices

- a) List of Related KFPL Policies and Documents

8. Document Control

Original Policy Date: February 2020

Last Reviewed: February 2021

Changes made:

Next Review: February 2022

Appendix A: List of Related KFPL Policies and Documents

Standards of Conduct for KFPL Employees

Service Feedback Standards Policy

KFPL Social Media Guidelines

Public Use of KFPL Online Forums and Social Media Policy

KFPL Strategic Plan

Collection Development Policy

DRAFT

KFPL Statement of Policy

Public Use of KFPL Online Forums

1. Purpose

The Kingston Frontenac Public Library uses online and social media forums to extend and promote library services, engaging with the community in a manner consistent with the Library's mission, vision and values.

This policy outlines expectations regarding public participation in KFPL's online and social media forums.

2. Scope

This policy applies to Library social media and online activities including, but not limited to, blogs, social networks and online communities, websites and mobile applications. Other library policies, including the Patron Code of Conduct, may also apply.

3. Patron Responsibilities

KFPL encourages the community to engage with our social media communities. Photos, videos, comments, posts, messages and creative content are welcome. Contributors must not post content that infringes on the rights and privacy of others.

KFPL may capture community-created content for use in marketing materials and the KFPL annual report. Written content may be edited for length, spelling or grammar.

KFPL is committed to providing a safe and welcoming online community. If communication received through social media contains any of the following, KFPL will not respond and content may be removed at the discretion of Library. This includes:

- profane language or content, or violent, threatening, abusive, harassing, or disruptive language;
- content that promotes, 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;
- inappropriate sexual content or links to such content;
- conduct or encouragement of illegal activity;
- information that may compromise the safety or security of the public, public systems or employees of KFPL;

- personal information or personal information of others;
- content that violates legal ownership interests of any other party;
- seriously inaccurate or intentionally misleading information;
- commercial endorsements or solicitations;
- content that otherwise violates the policies or procedures of KFPL, including the library's Patron Code of Conduct;
- comments unrelated to the topic or article being discussed;
- or harassment to the Library or to the online community by means of trolling.

KFPL reserves the right to hide, remove or block content and/or users who interact inappropriately with any of KFPL's social media accounts. Contributors of such content may be blocked from the Library's social media properties, and may result in the loss of library privileges, including access to library locations. All appeals for suspension must be directed to the Chief Librarian in writing.

Social media channel use shall abide by all legislation, regulation and other legal obligations of the library regarding privacy and freedom of information. KFPL is subject to Ontario's *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 ("*MFIPPA*"), as amended and other privacy legislation. Information and communication contained on the Library's social media channels are subject to *MFIPPA* and may be deemed releasable under this legislation. Anonymity or confidentiality of the sender and any information contained within the correspondence cannot be presumed or relied upon.

4. Risk Management

The Library will engage in best practices for managing online and social media channels, including:

- monitoring channels to assess relevance and adherence to guidelines;
- creating, posting and enforcing our social media policies.

In the event that an issue or an incident occurs, the Library will investigate the matter and take appropriate action, which may include one or more of the following:

- issuing a response, correction or apology;
- deleting a comment or post;
- pursuing legal advice and/or action;
- applying the Patron Code of Conduct to exclude patrons from use of Library facilities, depending on the seriousness of the incident;

- reviewing incidents after the fact to determine if preventive measures or the Library's response could be improved.

5. Accountability

The Director, Outreach and Technology is responsible for the implementation of this policy.

6. Appendices

- a) List of Related KFPL Policies and Documents
- b) Online & Social Media Policy Statement

7. Document Control

Original Policy Date: February 2020

Last Reviewed: February 2021

Changes made:

Next Review: February 2022

Appendix A: List of Related KFPL Policies and Documents

Patron Code of Conduct

Collection Development Policy

KFPL Strategic Plan

Service Feedback Standards Policy

Online and Social Media Policy Statement

KFPL Social Media Guidelines

DRAFT

Appendix B: KFPL Online & Social Media Policy Statement

Online and Social Media Policy Statement

The Kingston Frontenac Public Library (KFPL) is committed to operating its social networking sites as an effective method of communication with interested users. Sites will be monitored during regular business hours of Monday to Friday, 9:00am to 5:00 pm.

KFPL welcomes your participation in the Library's virtual community. Your comments, photos, messages and creative content are welcome. KFPL reserves the right to hide, remove, or block content and/or users who post, tweet, comment, or communicate inappropriately with the library's social media accounts as outlined in our Online and Social Media Policy.

KFPL may capture community-created content for use in marketing materials and the KFPL annual report. Written content may be edited for length, spelling or grammar.

While KFPL will make every effort to respond to concerns and questions directed to our social media accounts, at our discretion we may request that the discussion be redirected to either our phone or email support channels. The reason(s) for this would include, but is not limited to, privacy concerns (yours, a fellow resident(s) or employee(s) of KFPL), character limitations for messages, and amount of detail required to resolve a situation.

Social media channel use shall abide by all legislation, regulation and other legal obligations of the Library regarding privacy and freedom of information. KFPL is subject to Ontario's *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 ("*MFIPPA*"), as amended and other privacy legislation. Information and communication contained on the library's social media channels are subject to *MFIPPA* and may be deemed releasable under this legislation. Anonymity or confidentiality of the sender and any information contained within the correspondence cannot be presumed or relied upon.

Report to the Board

Subject: Room and Event Space Rental Policy
Date: January 26, 2021
Prepared by: S. Quigley, Director, Human Resources

Background:

In response to the experiences of other libraries, as well as new legislation related to cannabis and smoking, substantial changes were made to the policy in 2018. A human rights legal review and a commercial legal review also took place resulting in an overhaul of the policy prior to final Board approval in February 2019.

The Ontario Library Association (OLA) updated its Statement on Intellectual Freedom and the Intellectual Rights of the Individual, including a reference to rentals (See Attached Statement). It is recommended that support of the Statement be included in the Room and Event Space Rental Policy under the Guiding Principles section of the policy as follows:

“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 Right of the Individual.”

Analysis:

Include support of OLA Statement.

Recommendations:

That the Board review and approve the Room and Event Space Rental Policy as presented.

Ontario Library Association

Statement on Intellectual Freedom and the Intellectual Rights of the Individual

Introduction

The Ontario Library Association and its divisions are committed to the fundamental rights of intellectual freedom, the freedom to read and freedom of the press, as embodied in the Canadian Charter of Rights and Freedoms.

Ontario Libraries have the important responsibility to facilitate expressions of knowledge, creativity, ideas, and opinion, even when viewed as unconventional or unpopular.

The Ontario Library Association declares its acceptance of the following principles for libraries:

1. Equitable access to library service to the public is based upon the right of the citizen, under the protection of the law, to judge individually on questions of politics, religion and morality.
2. Intellectual freedom requires freedom to critically examine and create other ideas, opinions, views, and philosophy of life, other than those currently approved by the local community or by society in general and including those ideas and interpretations which may be unconventional, uncommon or unpopular.
3. The free traffic in ideas and opinions is essential to the health and growth of a free society and that the freedom to read, listen, view, and create is fundamental to such free traffic.
4. Library governance ensures that the principles of intellectual freedom and expression of thought are upheld.

Library Service, Collections and Resources:

5. It is the responsibility of libraries to maintain the right of intellectual freedom and to implement it consistently in the selection of books, periodicals, films, recordings, and other materials including the provision of access to electronic sources of information and access to the internet. Materials are not excluded from library collections based on race, place of birth, origin, ethnic origin, ethnicity, citizenship, age, creed, disability, family structure, sex, and sexual orientation.
6. It is part of the library's service to its public to resist any attempt by any individual or group within the community it serves to abrogate, censor or curtail access to information, the freedom to read, view, listen or participate by demanding the removal of, or restrictions to library information sources in any format.

Library Programming, Events, and Space Bookings

7. It is the responsibility of libraries to maintain the right of intellectual freedom and expression by implementing it consistently when hosting programs and events within the public space of the library including rented public space by individuals and community organizations.

8. Libraries create welcoming community spaces where community members are free from discrimination and may engage in peaceful assembly. Libraries may cancel or deny permits to individuals or organizations when speech or displays are used in a way that is unlawful.

Applicable legislation:

[Canadian Charter of Rights and Freedoms](#): Section 2(b) of the *Charter of Rights and Freedoms* protects “freedom of thought, belief, opinion and expression, including freedom of the press and other media of communication”.

[Criminal Code](#): Section 63 pertains to Unlawful Assemblies and Riots. Section 297 pertains to defamatory libel. Section 318 pertains to hate propaganda.

[Ontario Human Rights Code](#): Sub-section 13 pertains to infringing on freedom from discrimination.

Revision approved at the OLA AGM, January 30, 2020

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.

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.
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, 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.
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

Appendix A: Room and Event Space Rental Application Form

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