

# LIBRARY POLICY

# Policy Title: ROOM RENTALS

Policy Type: Board - Administrative

Approved: 18 February 2025Policy Number: BPL027

## **Background**

This policy will outline guidelines and restrictions for the rental and use of rooms and spaces from Belleville Public Library and John M. Parrott Art Gallery.

The Belleville Public Library Board (the Board, the Library) promotes the use of our facilities by non-profit, educational, political or civic groups, and commercial organizations (licensees).

The Board shall establish the rental fees for each space in the Library or Gallery (Appendix A), including any discounts offered to non-profit groups or individuals. The CEO or their designate may reduce or waive fees for community partners, City of Belleville staff, and other groups.

## **General guidelines and conditions**

Approval of a room rental and permission to use Board facilities does not imply any endorsement of the aims, policies or activities of any event, speaker, group or individual.

The Board is committed to ensuring the dignity and safety of the public and staff without disruption to Library or Gallery services, and to maintaining the security of Library property.

In general, the use of rental spaces in the Library / Gallery will not be approved if there is an expectation or public perception that the group or event is controversial, overtly partisan or religious in nature, extreme, harmful to a specific person or group, or may damage the reputation of the Library or Gallery.

All licensees must comply with Policy BPL019: Use of Library resources during elections; and Policy BPL016: Promotional displays and postings of community notices, as well as the Code of Conduct, the Ontario Human Rights Code, and all applicable laws.

The licensee must provide Library staff access to the room / event at all times, for the purposes of monitoring the event to ensure compliance with this policy and the rental contract.

# Right to terminate

All room rental requests must be submitted for approval by the CEO or their designate. The CEO and / or the Board reserve the right to deny or cancel any room rental at any time for any reason, at their sole discretion.

# The Library, in its sole discretion, may terminate rental contracts when it reasonably believes:

(a) Use of space by the licensee will be 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) use of the Room by the Client will be for a purpose or action that is contrary to the law or any of Library policies or the Rules of Conduct, including violent, threatening, abusive, harassing, disruptive or intrusive language or conduct;

(c) there is a misrepresentation, a likelihood of physical hazard to participants or audiences or a misuse of the Room or equipment; or

(d) the event poses a risk to health and safety of the public or Library staff.

# Rental contract

When approved, a rental contract (Appendix B) will be signed on behalf of the party renting the space (the licensee) and the Board, outlining requirements and legal responsibilities, and the rental fee. The rental fee must be indicated, and the contract must be signed prior to the date of the rental.

If an individual or group fails to pay the invoiced rental fee within 30 days of the invoice being issued, said individual or group will not be permitted to rent space until all outstanding amounts have been paid in full. In addition, individuals or groups that fail to pay rental fees may have their library borrowing privileges revoked, through a block on their library card.

# Loss or damages

As per the Rental Contract, the person accepting the licensee will be responsible for any and all damage or loss to the Library or any furniture, equipment, or artwork therein. The licensee will also be responsible for all liability or personal injury that may occur during the rental period. If the licensee causes damages or fails to follow the Rules of Conduct, they will not be permitted to rent space in future, may have their library borrowing privileges revoked, and criminal charges or a trespass order may be issued.

# Additional charges or fees

The Board reserves the right to charge additional fees or damages to the licensee related to any damage or loss that occurs during the rental period. The use of special or extra equipment will also involve fees as per the Rental Contract.

# Use of space in the John M. Parrott Art Gallery

The John M. Parrott Art Gallery (the Gallery) is a department of the Library and is governed by the Board. There are three gallery spaces: Galleries 1, 2 and 3. These will be collectively known as "the Gallery" for the purposes of this policy.

The primary purpose of the Gallery is to display, exhibit and sell works of art for the enjoyment and betterment of our community and the wider region. A secondary purpose is for the use by the Board and staff as a space for Library and Gallery events and programming. Lastly, the Gallery can also be used by outside groups as a rental space for meetings and events, provided they adhere to all applicable laws, Board policies and the stipulations of the Rental Contract (Appendix B).

# **Restrictions:**

When the Gallery is used by external (non-staff) groups, the following restrictions shall apply:

- 1. No food or drink will be permitted in the Gallery.
- 2. No more than 80 attendees /chairs shall be permitted in Gallery 1, 40 for Gallery 2, and 40 for Gallery 3, for a total of 160 attendees if all three galleries are booked.
- 3. Fire code capacity limits must be adhered to at all times (Appendix C).
- 4. Events requiring chairs must be set up with audience-style seating, as in chairs in rows, with a maximum of four rectangular tables in each gallery.
- 5. Round tables will not be permitted.
- 6. Touching or otherwise interfering with displayed artwork is not permitted. Prior to rental events, staff may erect physical barriers (i.e. ropes, stanchions) around the perimeter of each room to help protect the artwork from interference.
- 7. Tables must not be set up around the perimeter of the rooms, only at the front or back of the room.
- 8. Use of equipment or furniture that is not owned by the Board must be approved by Administration prior to being set up in the Gallery.
- 9. Musical performances involving electronic amplifiers are not permitted, unless special permission has been granted by the CEO or designate.

# Approved by Belleville Public Library Board

Signature of Board Chair:

CPF

Date: 18 February 2025

Signature of Chief Executive Officer:

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Date: 18 February 2025

# Appendix A: Room rental rates

Effective date: 1 January 2025

# Rental fee table:

Room	Daily rate	Daily rate
	(for-profit)	(non-profit)
Board Room	\$120	\$60
Meeting Room	\$320	\$160
Gallery 1	\$340	\$170
Gallery 2	\$270	\$135
Gallery 3	\$270	\$135
Entire third floor	\$900	\$450

For rental bookings that end by 12:00 p.m. or start after 5:00 p.m., the rental fees in the above table shall be reduced by 50%.

## **Appendix B: Rental Contract**

### Facilities Rental Use Contract

The Belleville Public Library Board promotes the use of our meeting facilities by non-profit, educational, political or civic groups, and commercial organizations.

### Name of group (licensee):

Address:			
Telephone No.:		Cell #:	
E-mail:			
Room requested:			
Date of use requested:			
Purpose of use:			
Time [including setup and		Start:	
Room rental fee	\$		
Equipment / extra fees	\$		
нѕт	\$		
	= \$ Tot	al	

Freedom of Information: Personal information required on Library forms is for statistical or registration purposes only. Such information is collected under the authority of the Ontario Public Libraries Act, R.S.O. 1990 and will be used to facilitate the daily activities of the Library. Questions about the collection of this information should be directed to the CEO at the address above.

## Rental fees:

<u>Space</u>	Daily Rate
Entire third floor	\$900
Meeting Room	\$320
Gallery 1	\$340
Gallery 2	\$270
Gallery 3	\$270
Betty Colden Board Roon	n \$120

For other spaces, such as the outside courtyard, contact the Library for rates and availability.

## There is a \$25 minimum charge for all rentals.

# Facilities Available / Requested: The Library / Gallery include the following rental spaces:

- <u>Meeting Room:</u> installed projection screen and white board; room darkening blinds; 24' x 38.5'; capacity – Standing 100; Non-fixed seats 75; Non-fixed seats & tables 60
- <u>Art Gallery:</u> See below for restrictions and capacity information.
- Board Room: smart screen; large board table and up to 16 chairs; 23' x 23'
- <u>Outside courtyard:</u> Contact Library for rates and availability.

<u>Extras:</u> The following is available when booking a room. Indicate beside each item requested.

- \_\_\_\_\_ Use of servery with fridge and microwave. A **\$50 charge** will be applied to rental.
- \_\_\_\_\_ Use of grand piano **\$25 per hour, to a maximum of \$100,** will be applied to rental.
- \_\_\_\_\_ Use of sound system (speakers, microphones). A **\$25 charge** will be applied to rental.
- \_\_\_\_ Use of laptop, and / or \_\_\_\_ LCD projector. A **\$25 charge** will be applied to rental.

#### The following are available free of charge: indicate if requested.

stacking chairs	projection screen	easel	24" TV/monitor
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\_\_ DVD player \_\_ PC speakers \_\_ PC Webcam \_\_ podium

\_\_\_\_ rectangular tables \_\_\_\_ round tables \_\_\_\_\_ flip chart

#### Please indicate if you plan to serve:

\_\_\_Alcoholic beverages [Copy of a valid Special Occasion permit must be displayed at event.]

- \_\_\_\_Light refreshments
- \_\_ Meal

\_\_\_\_ Initial if event includes gambling or games of chance, and include copy of permit.

#### Please note:

<u>Access for staff:</u> The licensee must provide Library staff access to the room / event at all times, for the purposes of monitoring the event to ensure compliance with this policy and the rental contract.

<u>Approval or termination of rental contracts:</u> All room rental requests must be submitted for approval by the CEO or their designate. The CEO and / or the Board reserve the right to deny or cancel any room rental at any time for any reason, at their sole discretion.

In general, the use of rental spaces in the Library / Gallery will not be approved if there is an expectation of public perception that the group or event is controversial, overtly partisan or religious in nature, extreme, harmful to a specific person or group, or may damage the reputation of the Library or Gallery.

#### Rental fees

- Rates are dependent upon the space requested, the type and the time of use. Each space is shown with a daily rate applicable for personal or commercial use.
- Non-profit groups are invoiced at 50% of the rate if they are not charging admission for their event. If a non-profit group is charging admission for their event, they will be invoiced at 75% of the room rental rate.
- The rate is reduced by 50% for rentals that end before 12:00 p.m. or start after 5:00 p.m.
- Generally, room rentals are not booked for times when the Library or Gallery are closed. If you are interested in renting a room beyond the normal operating hours of the Library or Gallery, please inquire as to overtime rates and availability.
- Bookings for rental space at the Library or Gallery are subject to availability and will be approved at the sole discretion of the Library Board or Library Administration. We generally do not rent space for large social gatherings such as wedding receptions.

There are several restrictions on the use of Library and Gallery spaces by external groups. Please read through this contract carefully and note the right to terminate and the Facilities Rental Use restrictions below.

#### Important:

Approval of a room rental and permission to use Board facilities does not imply any endorsement of the aims, policies or activities of any event, speaker, group or individual.

The Board is committed to ensuring the dignity and safety of the public and staff without disruption to Library or Gallery services, and to maintaining the security of Library property.

All licensees must comply with all Library policies, as well as the Code of Conduct, the Ontario Human Rights Code, and all applicable laws.

Please note the following policies that specifically pertain to the rental and use of Library space:

BPL016: Promotional displays and postings of community notices,

BPL019: Use of Library resources during elections

BPL027: Room rentals

## Right to terminate

# <u>The Library, in its sole discretion, may refuse or terminate rental contracts for any reason,</u> such as when it reasonably believes:

(a) Use of space by the licensee will be 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) use of the Room by the Client will be for a purpose or action that is contrary to the law or any of the Library's policies or Rules of Conduct, including violent, threatening, abusive, harassing, disruptive or intrusive language or conduct;

(c) there is a misrepresentation, a likelihood of physical hazard to participants or audiences or a misuse of the Room or equipment;

(d) the event poses a risk to health and safety of the public or Library staff.

## Please read the following carefully:

- Invoices will be made available on the day of rental where possible.
- Payment is due within 30 days of the rental, and can be made in person using cash, debit, credit card or cheque / money order. We are not able to accept payment by phone.
- Payments by mail must be in the form of a cheque or money order.
- Online invoice payments can be made at <a href="https://belleville.ca/">https://belleville.ca/</a>. Invoice number required.
- In the case of cancellations made less than five (5) days prior to rental date, there will be an administrative fee of \$25.00 charged for bookings of the Board Room, and / or an administrative fee of \$50 charged for bookings of any other rooms.
- If you re-schedule a booking less than five (5) days prior to the original rental date then cancel the new booking for any reason, you will be charged the administrative fee.

- In the case of cancellations made less than 24 hours prior to rental date / time, you will be charged for the full cost of the rental including any equipment or overtime costs.
- If you have booked an after-hours (overtime) rental and cancel less than five (5) days prior to the rental date, you will be charged overtime fees and the administrative fee.

#### Facilities Rental Use

Please read the following and speak to a staff member if you have questions: 613-968-6731 x 2026, or email <u>rentals@bellevillelibrary.ca</u>.

The Belleville Public Library Board promotes the use of the Library / Gallery meeting facilities by non-profit educational, political or civic groups, and commercial organizations. Use of the meeting facilities by any group or organization does not constitute an endorsement by the Library Board of the group's policies or beliefs. The Library will not knowingly permit any individual or group to use its facilities in contravention of the Criminal Code of Canada, and the Ontario Human Rights Code. The licensee agrees to follow all laws and regulations as well as Library policy.

The licensee agrees to compensate the Library Board for any loss or damages to the facility or other property of the Library Board caused by, or resulting from, the licensee's use. If damages are incurred during the rental, or there is behaviour that is in contravention of the Library Board Rules of Conduct, the licensee will be responsible for the cost of the damages and may be issued a trespass order preventing future entry to Library Board property, or criminal charges.

The licensee releases the Library Board and its Trustees, volunteers and employees, and the Corporation of the City of Belleville from any liability for any damages which may occur to the property or person of the licensee arising out of its use of rooms and agrees to indemnify and save harmless the Library Board and the Corporation of the City of Belleville from any liability, however caused, for personal injury or property damages occurring to any person arising out of the licensee's use of a room or any space on Library Board property.

A complete and signed Facilities Rental Use Contract must be submitted by all users prior to the rental. Use of any equipment and kitchen facilities must be requested at the time of application for meeting facilities. The use of alcoholic beverages must be indicated at the time of booking, a permit obtained by the renter and a copy supplied with the contract. The original permit must be displayed at the time of the event. Non-alcoholic beverages and refreshments may be served if arrangements are made at the time of contract.

Cancellations require five (5) business days notice. Cancellations made with less than 5 days notice of the booking will result in fees (see above).

An invoice will be issued up to 2 days prior to the rental. Payment is preferred on the date of rental but can be paid within 30 days after the rental. Failure to pay the invoice on time may result in prohibition from renting space in future.

The facilities shall be used only on the date(s) / hours requested on the contract, and for the purposes stated on the contract. Room capacity is determined by the Ontario Fire Protection and Prevention Act, 1997 O. Reg. 388/97. Number of persons shall not exceed maximum capacity, posted in each room. The room shall be left in a neat and orderly condition with all litter and rubbish disposed of in the receptacles provided.

Games of chance or gambling, in any form, shall be strictly forbidden, unless the necessary permits are obtained, in compliance with all appropriate regulations.

# Fire code capacity limits are posted in each room and must be adhered to at all times.

#### Use of Art Gallery spaces:

Please note the following restrictions on the use of Galleries 1, 2 or 3:

- 1. No food or drink will be permitted in any Gallery.
- 2. No more than 80 attendees shall be permitted in Gallery 1, 40 for Gallery 2, and 40 for Gallery 3, for a total of 160 attendees if all three galleries are booked.
- 3. Events requiring chairs must be set up with audience-style seating, as in chairs in rows, with a maximum of four rectangular tables in each gallery.
- 4. Touching or otherwise interfering with displayed artwork is not permitted. Prior to rental events, staff may erect physical barriers (i.e. ropes, stanchions) around the perimeter of each room to help protect the artwork from interference.
- 5. Tables must not be set up around the perimeter of the rooms, only at the front or back of the room. Round tables will not be permitted in any gallery.
- 6. Use of equipment or furniture that is not owned by the Board must be approved by Administration prior to being set up in the Gallery.
- 7. Musical performances involving electronic amplifiers are not permitted.

#### Important note on the advertising and promotion of rental events:

The Library in no way agrees to assist in the promotion of the licensee event and does not guarantee that posters or advertising for the event will be posted on Library premises. All community event posters and bulletins are subject to the Library's Promotional Display and Posting of Community Notices Policy.

Licensees are permitted to post directional signage and small posters on the Library's lobby easel display board on the day of the rental event. Other signage and displays such as floor banners, tables, or sandwich boards are not permitted.

The Library reserves the right to remove any display items that contravene Board Policy.

By signing this contract, it is understood and agreed between the licensee and the Belleville Public Library Board that the licensee has read this entire contract and will follow all restrictions listed and comply with all Library policies and the Code of Conduct.

Signature of Person Accepting Responsibility	Date
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Signature of Library CEO or Designate

Date

Assistance with this form or alternate formats available upon request. Revised 13 Feb 2025

Appendix C: Room capacity limits (fire code)
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Room	Max with tables and chairs	Max with just chairs	Max without tables or chairs
Board Room	18	n/a	n/a
Meeting Room	60	75	100
Gallery 1	100	150	175
Gallery 2	50	75	85
Gallery 3	50	75	85
Entire third floor	200	300	345