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Room Usage and Rental

1. PURPOSE

Brampton Library makes meeting and study rooms available to individuals and groups from all sectors of the Brampton community. The purpose of this policy is to set room rental parameters.

The Library guarantees the right of free expression by making available its rooms to all individuals, groups and organizations regardless of the beliefs or affiliations of the individuals or groups requesting their use. These beliefs do not necessarily reflect the opinion of the Brampton Public Library Board.

2. DEFINITIONS

- 2.1. **Non-profit group** – is defined as a group whose primary function is participation in a specified recreation, cultural, community service or leisure interest; a group whose primary function is service to the community at large through support of a shared interest and which must be managed by a voluntary executive and/or board; and boards of education and recognized religious institutions.
- 2.2. **Commercial group** – is defined as a group whose primary function is to generate revenue for the organization.

3. AVAILABILITY

Meeting rooms shall be available to individuals, non-profits, and commercial organizations during regular library hours. In some circumstances meeting rooms may be made available outside library hours with permission from the Library.

- 3.1. Some locations have non-bookable study areas for private or group study. These are first-come-first-served.

4. CONDITIONS OF USE

- 4.1. A Room Rental Agreement must be completed and approved prior to the event.
 - 4.2. The Library Board does not endorse the views represented by any group using library facilities. Promotional materials must not imply Library sponsorship.
 - 4.3. All persons attending events in the meeting rooms must comply with Library Membership and Use Policy.
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- 4.4. Furniture may be used by the groups booking the facilities, and requirements must be indicated at least two weeks before booking.
- 4.5. Applicants are responsible for setting up the chairs, tables and equipment required before their event and clearing them away after their event. All applicants shall leave the room in the same condition in which it was found. The room must be cleared immediately after the booking.
- 4.6. No applicant will store any materials in the room between bookings.
- 4.7. The room will not be used for gaming/games of chance including lotteries and bingo.
- 4.8. Sales of goods are not permitted unless authorized by the CEO or designate.
- 4.9. Library staff must have access to facilities at all time and may attend free of charge any event, meeting or course/program held on Library premises for the purpose of auditing and reviewing compliance with Brampton Library policies.
- 4.10. All organizations or groups sponsoring an event or meeting must receive approval from the Board and must subscribe to the [Ontario Human Rights Code](#) and will observe all its provisions in its use of these municipally owned facilities. Events or meetings will not stereotype or discriminate on grounds prohibited under the Ontario Human Rights Code. Events or meetings will not promote or preach hatred or derision of any group covered by [Part 1](#) of the Code.
- 4.11. The Board may at any time whatsoever, and regardless of whether a fee has been paid, withdraw the use of the room and facilities if, in the opinion of the Board in its unfettered discretion, the use to which the room is to be or is being put is not in the best interest of the Board or the community. The decision of the Board shall be final regarding the use of its facilities.
- 4.12. Federal, Provincial and Municipal laws, by-laws and fire regulations shall be observed at all times.

5. DENIAL OF USE

The Library Board reserves the right to cancel any bookings on 48 hour notice, at which time a full refund will be made. The Library reserves the right to cancel any bookings without notice in the event that the facilities are made unoccupiable by conditions beyond its control.

- 5.1. The Library reserves the right to deny or cancel a booking as follows:
 - 5.1.1. Use will be denied for a purpose or action, in the Library's opinion, that is contrary to the law or the Library's Rules of Conduct
 - 5.1.2. Use will be denied when there is deemed to be a misrepresentation, a likelihood of physical hazard to participants or audiences or a misuse of premises or equipment. Past misuse or non-payment of fees is sufficient grounds for denial of an application.

5.1.3. Use will be denied to individuals, clubs, groups and organizations who it is determined that will be undertaking activities that will be negatively impacting other customers' use of the library

5.2. Applicants who are denied permission to use these facilities may, upon written request, have the decision reviewed by the CEO, whose decision shall be final.

6. CUSTOMER INDEMNITY

The renter agrees to indemnify and "save harmless" the City of Brampton and the Brampton Public Library Board from any action or claim being brought against it as a result of the use of the Brampton Library facilities.

7. LIABILITY

The Brampton Library will not be responsible for personal injury or damage, nor for the theft or loss of clothing or equipment of the applicant or anyone attending on the invitation of the applicant.

The applicant shall be responsible for the conduct and supervision of all persons admitted to the meeting room. The applicant will be responsible for payment of all damage costs arising from the misuse of property.

The Rental Agreement Holder is required to hold a third party liability certificate of insurance naming the 'City of Brampton' as an additional insured with a minimum of \$2,000,000 coverage. Facility user liability insurance coverage will be required to provide proof of insurance by way of either:

- Purchasing the applicable liability insurance through the City of Brampton during the booking process
- Obtaining sufficient liability insurance coverage that is equivalent to the City's liability insurance requirements

8. FOOD AND ALCOHOL

Use of any equipment or kitchen facilities must be requested at the time of application for use of the meeting facilities. Kitchen use is restricted to the service of non-alcoholic beverages and light refreshments. No dishes or utensils are provided.

Prior approval to serve alcohol must be obtained from the Library Board. The use of alcoholic beverages in meeting rooms must be indicated at the time of booking and a permit to serve alcohol obtained by the renter and a copy supplied when the room is booked. The original permit must be displayed at the time of the event.