



# Woodstock Public Library Policy

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**Policy Name:** Public Use of Library Facilities

**Category:** Library Services

**Version:** 14 April 2020

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## **POLICY STATEMENT AND RATIONALE**

The purpose of this policy is to establish the guidelines for public use of library facilities that promotes the Library's objectives of providing equitable access to services and spaces, while maintaining a welcoming and supportive environment free from discrimination and harassment.

## **SCOPE**

This policy shall apply to all Board members, staff and volunteers of the City of Woodstock Public Library in their dealings with any members of the public that utilize library facilities.

## **DEFINITIONS**

“CEO” means the Chief Executive Officer of the Woodstock Public Library.

“City” means the Corporation of the City of Woodstock.

“Gaming” means any activity covered by the *Criminal Code of Canada*, Sections 201 and 202 and the *Ontario Gaming Control Act, 1992*.

“Library” means the Woodstock Public Library.

“Library Board” means the Woodstock Public Library Board.

“Staff” means a staff person who works for the City of Woodstock Public Library.

## **STATEMENT OF AUTHORITY**

The *Public Libraries Act, RSO 1990, c. P.44* authorizes public library boards to make rules regulating all matters connected with the management of the library

and library property, and authorizes a board to impose such fees as it considers proper for the use of parts of a building that are not being used for public library purposes.

## **POLICY, PROCEDURE AND IMPLEMENTATION**

### **1.0 Responsibility**

- 1.1 The CEO is responsible for implementing the appropriate procedures in order to ensure that the Library staff understand and adhere to the intent of this policy, and to protect and safeguard Library property.

### **2.0 Priority of Use**

- 2.1 Priority for the use of library facilities are as follows:
  - a) Library programs, co-sponsored programs and other Library purposes.
  - b) Library-related groups (e.g. Friends of the Library).
  - c) City of Woodstock departments, agencies, boards and commissions.
  - d) Charitable organizations, non-profit community, cultural and educational groups and organizations.
  - e) Other, e.g. commercial groups.

### **3.0 Conditions of Use**

- 3.1 Permission to use these facilities does not imply any endorsement of the aims, policies or activities of any group or individual.
- 3.2 All meetings must be conducted in a manner consistent with the Library's Public Code of Conduct, and in accordance with the Terms and Condition of use, as they may be amended from time-to-time.
- 3.3 Library spaces are not available for use on holidays as defined in the Library's Collective Agreement. Meetings must commence during the Library's hours of operation, and cease no later than 10:30 p.m.
- 3.4 No gaming or games of chance, including bingo and lotteries, are permitted.
- 3.5 Charitable fundraising is not permitted on the Library property unless authorized by the Library Board.
- 3.6 Library staff must have access to facilities at all times and may attend for free-of-charge any event, meeting or course held on Library premises for

the purpose of auditing or reviewing compliance with Library polices and the Terms and Condition of use.

- 3.7 Sales of goods are not permitted unless authorized by the Library except for:
  - a) Food and non-alcoholic drink refreshments.
  - b) Books sold at author readings or book signings.
- 3.8 The event space must be left in the same condition as it was prior to use. Chairs and tables must be stacked and stored. Refuse must be removed. Surfaces and floors must be clean and free of debris.
- 3.9 The maximum capacity of each space or room must not be exceeded.
- 3.10 No alcoholic beverages may be sold or consumed on Library premises. Alcoholic beverages may be served only at events sponsored or co-sponsored by the Library, and provided that all legal requirements are met.
- 3.11 The Library is not responsible for equipment or personal articles belonging to any group or individual using library spaces or attending a program or meeting.
- 3.12 Groups or individuals booking the Library space are responsible for any charges resulting from furniture, building or equipment damage or loss.
- 3.13 The applicant must agree to indemnify and save harmless the Library Board in regards to all claims, costs and damages in any way arising out of the application and/or use of the facilities by the applicant, and anyone in attendance including, without limitation, damage or destruction of property, personal injury, infringement of royalty rights, defamation and public disturbance.

#### **4.0 Denial Of Use**

- 4.1 The Library is committed to ensuring the dignity and safety of the public and staff without disruption to Library services, and to maintaining the security of Library property.
- 4.2 The Library reserves the right to deny or cancel a booking when it reasonably believes:
  - a) Use by any individual or group 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 by any individual or group 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 likelihood of physical hazard to participants or audiences or a misuse of the premises or equipment. Past misuse or non-payment of fees is sufficient grounds for denial of an application.
  - d) Use by individuals, clubs, groups and organizations intending to establish the Library as a permanent location for their activities, including establishing offices in the Library meeting rooms.
  - e) Use will include gaming or games of chance, including bingo and lotteries.
- 4.3 The Library requires potential users of library rental space to confirm that they will not be conducting any business or activities that are in violation of this policy, the Criminal Code of Canada (including hate propaganda laws) or the Ontario Human Rights Code.
- 4.4 Applicants who are denied permission to use library facilities may have the decision reviewed by the CEO upon written request. The decision of the CEO shall be final.

## **5.0 Booking of Library Spaces**

- 5.1 Booking of library spaces will be done through Library Administration. A rental agreement must be completed and signed by an individual or authorized representative of the organization booking the space. Payment must be made at the time of the booking.

## **6.0 Rental Fees**

- 6.1 Rental fees will be established as per Appendix A.

## **7.0 Cancellation**

- 7.1 Cancellation of a confirmed booking must be made 24 hours in advance in order to qualify for a refund of the booking fee. One-half of the fee will be charged if the cancellation is made less than 24 hours in advance. The full amount will be charged if no notice of cancellation is given. No charge will be made if an emergency such as a labour dispute, snowstorm, declared emergency or loss of electrical power occurs which requires the building to be closed and the meeting to be cancelled.

7.2 The Library reserves the right to cancel a booking with 30 days' notice if the space is required for a Library approved function. The Library Board reserves the right to refuse or cancel for cause at any time the use of any Library space without any liability to or against the Library Board as a result thereof.

## **8.0 Parking**

8.1 No parking is provided on Library property. Public parking is available in the municipal lot on Hunter Street. Street parking is available as posted.

## **9.0 Publicity**

9.1 The Library does not provide advertising for meetings or programs unless the Library is a co-sponsor. Where the Library is not a co-sponsor, the individual or group renting the space must not imply in any way in their advertising or publicity that the Library Board endorses the individual's or group's meeting, aims, policies or activities. The Library should appear only as the location of the meeting.

9.2 All organizations or individuals must clearly specify their names in advertisements of meetings being held in Library facilities. The contact information of the organization or individual should be listed as a source for further information. Copies of promotional material may be required by the Library prior to release.

## **RELATED DOCUMENTS AND POLICIES**

Public Libraries Act, R.S.O, 1990, c. P. 44

Woodstock Public Library - Patron Code of Conduct Policy

Woodstock Public Library – Use of Library Resources During Elections Policy

## **DOCUMENT REVISION RECORD**

Developed By:	D. Harvie, CEO	Date:	14 April 2020
		Adoption Date:	09 June 2020
Resolution #:	20-36	Effective:	09 June 2020
Review Cycle:	Once per Term	Last Reviewed Date:	09 June 2020

## APPENDIX A – Rental Fee Schedule

### Woodstock Public Library

The fees quoted are for the open hours of the library.

Rentals are not available on public holidays.

Extended access may be negotiated beyond normal library hours of operations and is subject to an additional hourly rate for janitorial and security costs.

All rates are subject to applicable harmonized sales taxes (HST).

Additional charges apply for audio visual equipment, services and technical support.

<b>Library Programming Room</b>	
Type of Event	Per Hour Fee
Library Co-sponsored Events	No Charge
City of Woodstock Departments, Agencies, Boards & Commissions	No Charge
Non-profit, Educational, Cultural, Community Organizations	\$10 per hour
Celebration & Other (e.g. Shower, Birthday, Wedding, etc.)	\$20 per hour
Commercial	\$30 per hour

<b>Event Space within Library</b>	
Type of Event	Per Hour Fee
Library Co-sponsored Events	No Charge
City of Woodstock Departments, Agencies, Boards & Commissions	No Charge
Non-profit, Educational, Cultural, Community Organizations	\$10 per hour
Celebration & Other (e.g. Shower, Birthday, Wedding, etc.)	\$20 per hour
Commercial	\$30 per hour

<b>Entire Library</b>	
Type of Event	Per Hour Fee
Library Co-sponsored Events	No Charge
City of Woodstock Departments, Agencies, Boards & Commissions	No Charge
Non-profit, Educational, Cultural, Community Organizations	\$50 per hour
Celebration & Other (e.g. Shower, Birthday, Wedding, etc.)	\$75 per hour
Commercial	\$100 per hour

After Hours Janitorial & Security Rates: \$50 per hour

Technical Support Services Rates: \$50 per session

**APPENDIX B – Terms of Use**

**THE WOODSTOCK PUBLIC LIBRARY  
Meeting Space Rental Agreement**

GROUP: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ POSTAL CODE: \_\_\_\_\_ PHONE: \_\_\_\_\_

AUTHORIZED SIGNING OFFICER (please print): \_\_\_\_\_

The undersigned agrees to abide by these terms and conditions for the rental of the Meeting Room:

1. The capacity of the Meeting Room capacity is not to exceed 50 people.
2. Equipment provided includes stacking chairs (maximum 50), tables and coffee urn as requested. No other equipment is provided as part of the rental agreement.
3. Set-up of the room is not provided by the Library, and is the sole responsibility of the occupant.
4. The Meeting Room must be left in the same condition as it was prior to occupancy. The occupant is responsible for cleaning necessitated by the serving of food, removal of refuse, and stacking and storing of tables and chairs.
5. No parking is provided on Library property.
6. All organizations or individuals must clearly specify their names in advertisements of meetings. The phone number of the organization or of an individual should be listed as a source of further information. Advertising must not imply in any way endorsement by the Library Board of the group's meeting, aims, policies or activities. The Library should appear only as the location of the meeting.
7. Cancellation of a confirmed booking must be made 24 hours in advance in order to qualify for a refund of the booking fee. One-half of the fee will be charged if the cancellation is made less than 24 hours in advance. The full amount will be charged if no notice of cancellation is given. No charge will be made if an emergency such as a labour dispute, snowstorm, declared emergency or loss of electrical power occurs which requires the building to be closed and the meeting to be cancelled.
8. The Rental Fee must be paid prior to approval of the room rental by the Library.
9. The Library reserves the right to cancel a booking with 30 days' notice if the space is required for a Library approved function. The Library Board reserves the right to refuse or cancel for cause at any time the use of any Library space without any liability to or against the Library Board as a result thereof.
10. No smoking or vaping is permitted on Library premises.
11. No alcoholic beverages may be sold or consumed on Library premises. Alcoholic beverages may be served only at events co-sponsored by the Library Board and provided that all legal requirements are met.
12. Doorways and emergency exits must be kept clear for ease of egress in case of emergency.
13. The Library Board is not responsible for equipment or personal articles belonging to any group or individual using the Meeting Room or attending a meeting.
14. Organizations or individuals renting the Meeting Room are responsible for any charges resulting from damage to furniture, building or equipment.
15. Nothing is to be affixed to walls in such a way as to damage finishes or remove paint.
16. The room must be vacated no later than 15 minutes prior to Library closing unless otherwise negotiated with the Library, and in which case, may not extend past 10:30 p.m.

17. Failure to comply with any of the regulations regarding the use of the Meeting Room may result in refusal of subsequent rental requests.
18. Use of library space must be conducted in accordance with the Library's Public Use of Library Facilities Policy and Patron Code of Code Policy, as they may be amended from time-to-time.
19. By signing this agreement, the user confirms that they will not be conducting any business or activities that are in violation of this policy, the Criminal Code of Canada (including hate propaganda laws) or the Ontario Human Rights Code.
20. The organization or individual entering into this agreement agrees to indemnify and save harmless the Library Board from any claims, demands, awards, judgements, actions and proceedings by anyone brought, filed or prosecuted in respect of the rented premises and in respect of loss or damage to or destruction of property or personal injuries, including death, and from and against any and all loss of, damage to or destruction of property and expenses and costs suffered or incurred by the Library by reason of the act, omission, negligence or misconduct of the occupant or their invitees and anyone in attendance during the period of the rental including, without limitation, infringement of royalty rights, defamation and public disturbance.
21. It is the sole responsibility of the organization or individual entering into this agreement to provide for comprehensive general liability insurance in respect to the rented premises and their activities in the Library.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of authorized signing officer

**For Library Use Only** Rev.8 April 2020

Rental Date(s): _____	Time(s): from _____ to _____
_____	Time(s): from _____ to _____
_____	Time(s): from _____ to _____

Rental Category and Rate:

Rental fee: \_\_\_\_\_ Date paid: \_\_\_\_\_ Library approval: \_\_\_\_\_