



Public Library
Service

Charlottetown Library Learning Centre Rotary Auditorium Rental Agreement

1.0 Introduction

The Prince Edward Island Public Library Service recognizes that public meeting spaces serve an essential community need. This policy serves to regulate public use of various rental rooms available at the Charlottetown Library Learning Centre when not required for library purposes. Use of these spaces is governed by the terms and conditions of this policy.

The objective of this policy is to outline the conditions of use for rental spaces at the Library to ensure equitable access to library services and to ensure a welcoming and inclusive environment.

This policy applies to individuals, groups, and organizations who wish to use the various rental rooms available at the Charlottetown Library Learning Centre.

2.0 Terms and Conditions

Any activity associated with meeting rooms, community rooms or the Rotary Auditorium usage will be subject to the terms and conditions as outlined in this policy and must be conducted in a manner that is consistent with all existing Prince Edward Island Public Library Service policies.

Permission for use of any rental spaces in the Charlottetown Library Learning Centre does not imply endorsement by the Library of the activities, ideas, positions, beliefs, and/or aims of any group or individual.

2.1 *Booking Priority*

All rooms are first provided for Library and library-sponsored programming and events. When Library needs are met, these spaces are made available to the public for bookings by individuals, groups, and organizations.

Meeting rooms, community rooms and the Rotary Auditorium are available on a first-come, first-served basis, and are available to individuals, businesses, non-profit organizations and registered charitable organizations for bookings.

In order to ensure equitable use of Library facilities, rooms may not be booked for ongoing use indefinitely. The Library reserves the right to limit usage of all rooms to no more than three (3) bookings per month per any one user (individual or group) and to limit recurring weekly bookings per user at the discretion of library management.

The Library reserves the right to limit bookings during times when the library is used for special events and other requirements as deemed necessary.

2.2 ***Booking Guidelines***

The Library reserves the right to deny or cancel a booking when there is reason to believe that:

- a) Use by an individual or group will be for a purpose that is likely to promote discrimination for any group or individual on the basis of any protected characteristic outlined in the *Canadian Charter of Rights and Freedoms* and the *PEI Human Rights Act*.
- b) Use by an individual or group will be for a purpose that is contrary to the *Criminal Code of Canada* or any of the Library's policies.

Room booking rates vary according to whether the renting organization or group is a registered non-profit/charity or a commercial/private renter. A registered non-profit organization or a registered charity operates for purposes of the community rather than for financial gain. Private individuals will be charged the commercial rate.

Reservations may be booked in the Rotary Auditorium a maximum of six (6) months in advance of the desired date. Rooms will be held for a maximum of 10 days, in which thereafter a contract must be signed and a deposit of 50% of the rental fee must be provided in order to confirm booking. Holds will be automatically removed if there is no follow-up after the 10-day hold.

The remaining 50% rental fee must be paid to The Charlottetown Library Learning Centre a minimum of 30 days before the event.

All bookings may not exceed a continuous length of eight (8) hours per day unless given prior approval by The Charlottetown Library Learning Centre.

Users are to be aware that the Library closes with Provincial Civil Service closures, including holidays and inclement weather. During evenings and weekends, closures are made at the discretion of library management. In the event of a Library closure due to inclement weather, all bookings will be cancelled and will be rescheduled as available. It is the requirement of the reservation holder to inquire about rescheduling a cancelled booking.

All rental fees are subject to HST.

2.2.1 Rotary Auditorium Booking Guidelines (During open hours)

Users must be at least eighteen (18) years of age or older and must be able to hold insurance to book the Rotary Auditorium after hours. A valid I.D. may be required at time of booking.

The Rotary Auditorium is available as a full or a half room, in which users are able to rent the room for a half day (4 hours or less) or a full day (up to 8 hours).

Booking times for the Rotary Auditorium will be made available in the morning at the discretion of library management, and all users will need to vacate the room fifteen (15) minutes prior to closing.

Any user wishing to cancel a booking must provide adequate notice of intent to cancel. Cancellations received more than 30 days in advance of the booking date will be provided a full refund of the booking price. Cancellations received within 30 days of the booking date will not be eligible for a refund and will be charged full price for the cancelled booking.

Events in the Rotary Auditorium are required to remain within the designated area of the room. All hallways leading to the Rotary Auditorium must remain open and unobstructed during library operating hours.

It is the responsibility of the user to book adequate time to unload, set-up and teardown. A certain number of tables and chairs are provided in each room, however additional chairs, tables, rooms and community kitchen may be available at an additional cost.

2.2.2 After-Hours Bookings for Rotary Auditorium

Requests can be processed for users seeking to book the Rotary Auditorium for an event that occurs outside normal library operating hours. The terms and conditions of this policy apply equally to after-hours bookings. After-hours bookings will further be subject to the following additional conditions:

- a) Users must purchase Special Event Liability insurance to cover all times in which the room is in use and must provide proof of insurance before any after-hours booking may be approved and processed.
- b) Users must disclose if liquor will be present and are responsible for obtaining a Special Occasion Liquor License or an equivalent of.
- c) Users are to be aware that if the Library closes during the day, due to weather, maintenance issues or other emergencies, all bookings scheduled to occur outside of normal operating hours on that day will

also be cancelled and will be rescheduled on availability at the inquiry of the user.

- d) Users are to be aware that only event attendees should be permitted entrance into the building after-hours, and members of the general public should not be granted access to the building.
- e) Users will not be granted access to any section of the main library after hours and may not pass the gated area into the library.
- f) Users are to be aware that security will be present during after hour use to monitor the library. If security is required for the event itself, there will be an additional charge.

2.3 **Conditions**

Users are to be aware that all areas of the library, including all meeting rooms and the Rotary Auditorium, are monitored through video surveillance.

Users are to be aware that there is no designated parking available on the premises.

Users are responsible for returning the space to the condition in which it was found. Failure to comply will result in the termination of any subsequent bookings and the loss of future reservation privileges. Where applicable, a cleaning fee and/or repair costs may also be charged as deemed necessary by library management for purposes of restoring the room to its intended condition.

All outside vendors must be disclosed to the Library and gain prior approval before any booking request will be processed. Any liquor served or sold is subject to Library approval and users having the proper liquor license.

Users are not permitted to move furniture from other areas of the Library.

All food and beverage arrangement items are to be removed from the room at the conclusion of the booking period.

Users are responsible for the operation of AV equipment provided, as well as any damage or replacement costs for AV.

Rooms must be left unlocked at all times throughout the duration of the booking.

Reservation permission does not constitute an expectation of privacy. Interior windows are required to remain uncovered at all times. If window coverings are required, permission may be granted upon consultation with library management in special case scenarios.

Users are not permitted to charge a fee for anyone wishing to attend a planned event in a meeting room or the Rotary Auditorium unless given prior approval from the Library.

Any viewing or exhibition of films require that the user has obtained the proper licensing from the rights holder. The Library does not accept responsibility if a film is shown in non-compliance with licensing requirements.

In the event of a fire alarm or any emergency requiring the prompt evacuation of library premises, it is the responsibility of the booking party to ensure that all users exit their booked room, evacuate the building and await permission before re-entering.

Users agree that if by reason of Force Majeure, meaning a cause of event beyond the reasonable control of the Library such as emergency weather conditions, pandemic, fire, riots, strike etc. a booking may be cancelled by the Library and the user will be refunded. Users agree that the Charlottetown Library Learning Centre is not responsible or liable for any loss or third-party fees to user due to this cancellation.

Users agree that photos and video may be taken of their event for promotional material used by the Charlottetown Library Learning Centre.

2.4 ***Prohibited Activities***

- Meeting rooms or the Rotary Auditorium may not be used for purposes of political campaigns;
- Rooms may not be used for any purpose which would lend itself to being incompatible with the library environment, or that interferes with or disrupts regular proceedings of the library. Any conduct which is disruptive, unsafe, and/or prevents the enjoyment of the library by others will not be permitted;
- Solicitation or sales of products is strictly prohibited except for those pre-approved by library management;
- Gaming, gambling, or games-of-chance, including Bingo or lotteries are prohibited;
- Rooms may not be used for purposes of providing direct healthcare services including examinations and treatments, except for in the case of library-sponsored events;

- The sale, service, or consumption of alcohol is strictly prohibited during library open hours.
Renters are permitted to serve liquor after hours with a valid provincial Special Occasion Permit or equal liquor license;
- The use of open flames, or the production of smoke and/or odors produced from the burning of aromatic products such as candles or incense is strictly prohibited;
- Activities that require prior Library approval where authorization has not been obtained are not permitted;
- Users may not affix anything to any wall, floor, furnishing, or other surface (excluding bulletin boards) using nails, screws, tape, or any other adhesive product;
- The use of library space in a manner intended to establish the space as a permanent location for a user's activities and/or operations is prohibited;
- Any and all publicity and/or signage produced by the reserving party must not give the impression that the event is hosted and/or endorsed by the Library in any way and may not use the library's logo on any signage, except in the case of library-sponsored events and programming.
- Smoking is not permitted within fifteen (15) feet of any Library entrance or exit point. No smoking is permitted on the front or back terraces.

The Library reserves the right to permit or deny other activities at the discretion of library management.

3.0 Liability

The user hereby agrees to indemnify and hold harmless the Charlottetown Library Learning Centre and the Government of Prince Edward Island against any and all claims or demands with respect to bodily injury (including death) or damage to any person or property incurring in, on, or about the Library facility or any part thereof when such injury or damage is caused in whole or in part by the act, fault, neglect, or omission to act on the part of the user or any party under the users control or supervision. The user further indemnifies and holds harmless the Charlottetown Library Learning Centre and the Government of Prince Edward Island from any and all claims arising from any breach or failure on the part of the user or any party under the control or the supervision of the user to adhere to the obligations of the terms and conditions of this agreement.