

This policy provides guidelines and principles to govern the use of rooms and other bookable spaces in the Charlottetown Library Learning Centre. When these spaces are not in use for Library programs and services, they may be made available for public use, either through rental or through a free booking. Use of these spaces is governed by the terms and conditions of this policy.

PEI Public Library Service ([PLS](#)) supports the Canadian Federation of Libraries Association ([CFLA](#)) Statement on Intellectual Freedom and Libraries, which states that *“Libraries have a core responsibility to safeguard and foster free expression and the right to safe and welcoming places and conditions. To this end, libraries make available their public spaces and services to individuals and groups without discrimination”*. Interpreted by the CFLA this means that *“Publicly funded libraries that make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use”*.

The Library recognizes that individuals and groups may strongly disagree with ideas and views expressed within library spaces. However, in keeping with its value of intellectual freedom, the Library will not restrict freedom of expression beyond the limits prescribed by Canadian law. Individuals and groups using Library spaces must not violate Canadian or Provincial laws or municipal by-laws including, but not limited to, the Canadian Charter of Rights and Freedoms, Prince Edward Island Human Rights Act and the Criminal Code of Canada, including Copyright laws. All library Policies, including the Member Rights and Responsibilities policy, apply to all Library spaces.

Permission to use bookable spaces does not imply endorsement by the Library of the activities, ideas, positions, or aims of any group or individual.

General Conditions

- Renters must be at least 16 years old.
- Bookable spaces may not be used for any purpose that would lend itself to being incompatible with the library environment, that interferes with the regular business of the library or that may intrude upon the privacy, peace and security of other tenants in the building.
- Library staff must have access to facilities at all times and may attend, free of charge, any event, meeting or program held on Library premises for the purpose of reviewing compliance with Library policies.
- Library programs, and co-sponsored programs, activities and meetings will have priority in the use of all bookable spaces. After Library needs are met, spaces are available on a first-come, first-served basis. The Library reserves the right to cancel a booking if the space is required for Library use.

- Rental fees and all other fees for items such as security and cancellations are reviewed at least once a year by library management. A listing of fees, available rooms, equipment, hours and time parameters is available at cllcroomrentals.ca. Registered non-profits and charities receive discounted rates. Private individuals and government departments and agencies will be charged the commercial rate.
- To ensure equitable use, spaces may not be booked for ongoing use indefinitely. Bookings will be limited to no more than three (3) bookings per month for any individual or group. Recurring weekly bookings will be limited at the discretion of library management. The Library may further restrict bookings when necessary for library operations.
- The Library closes in accordance with Provincial Civil Service closures, including holidays and inclement weather. During evenings and weekends, weather closure decisions are made by library management. In the event of a closure, all bookings will be cancelled and rescheduled when possible. Reservation holders must ask about rescheduling.
- All areas of the Library, including bookable spaces, are monitored through video surveillance. Renters are not guaranteed privacy, and interior windows must remain uncovered. Permission for window coverings may be granted by Library management in special cases.
- All advertisements and publicity must clearly specify the official name of the renter and must not imply that the event is hosted or sponsored by the Library. The PEI Library Service logo, PEI government logo or the Charlottetown Library Learning Centre logo may not be used in advertisements.
- Users are responsible for setup, teardown and for returning the space to its original condition. Users are not permitted to move furniture from other library spaces without prior approval. Users are not permitted to attach anything to walls or other surfaces. A cleaning fee and/or repair costs may be charged if deemed necessary by library management.
- The library requires information on its booking form about events and meetings—including topics of discussion, and speaker/presentation information. Any changes to the event must be communicated to the Library immediately and the Library reserves the right to cancel the booking if changes result in a violation of this policy. The Library may request to see necessary approvals and permits such as liquor licenses and public performance rights.

Denial of Service

The library may terminate a booking and deny an individual's, group's, or organization's right to use rental spaces under the following conditions:

- The Library becomes aware of a use contrary to law or library policy.
- Misrepresentation of anything in the application form.
- Misrepresentation of the event as a Library event or Library partnership.
- Likelihood of harm to any person or property.
- The Library becomes aware that the space is intended to be a regular location for business activities or that the Library address is being used as a business address.
- The group has previously misused Library facilities, violated a user agreement, failed to pay or has outstanding fees from a previous booking.

Prohibited Activities

- The sale and/or consumption of alcohol is prohibited during library open hours.
- Gaming, gambling or games-of-chance including Bingo or lotteries are prohibited, unless prior permission is received from library management.
- Provision of direct healthcare services.
- Use of open flames or the production of smoke and/or odours from the burning of products like incense or candles.

After Hours Booking of Rotary Auditorium

The Rotary Auditorium can be booked outside of library open hours. The above-listed terms and conditions apply to after-hours bookings in addition to the following:

- Renters must be at least 18 years of age for after-hours bookings.
- All bookings must end by midnight (including tear down time).
- Special event liability insurance is required. Proof of insurance must be provided before a booking can be approved.
- If liquor will be present, the renter is responsible for obtaining a Special Occasion Liquor License or the equivalent.
- If the Library closes during the day due to weather, maintenance or emergency issues, all bookings for that day will be cancelled and will be refunded or rescheduled at the request of the renter.
- Only event attendees should be permitted entrance into the building after-hours. Users will be responsible for any issues resulting from the entrance of the general public.

- The main section of the library will be blocked off with no access allowed.
- Security will be present during after-hours use to monitor the library. The charge for this security will be included in the rental fees. If security is required for the event itself, there will be an additional charge. Library Management may determine that security is required for an event before approving a booking request.

Payment and Deadlines

- Rooms will be held for a maximum of ten (10) days. Users must sign the agreement within ten (10) days of receiving it, unless alternative arrangements are made. Bookings will be automatically cancelled if the agreement is not signed within the specified timeframe.
- Unless alternative arrangements have been made, all bookings are limited to a maximum of eight (8) continuous hours per day and must occur during the library's operating hours.
- Users occupying the rental space outside the scheduled booking time may incur additional fees.
- Meeting rooms will be held for 30 minutes past reservation time, after which the room booking will be cancelled.
- Cancellations for meeting rooms must be received two (2) business days in advance to receive a refund. Cancellations for the Rotary Auditorium must be received ten (10) business days in advance to receive a refund. Refunds can take up to six (6) weeks.

Liability

All users agree to indemnify and hold harmless the Charlottetown Library Learning Centre and the Government of Prince Edward Island and its employees 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 party under the user's control or supervision. All users further indemnify and hold 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.

Request for Reconsideration

The content or manner of expressing ideas in Library rental spaces, may, on occasion, be considered to be offensive by other members. The Library recognizes the right of any individual or group to not attend an event or meeting in a rental space but does not give any individual or group the right to restrict the freedom of others to express their views or ideas during their space rental. Library members who object to specific library space rentals will be directed to the *Request for Reconsideration Policy*.