



Contract for Use of Thunder Bay Public Library Meeting Spaces

The booking of meeting and programming spaces in Thunder Bay Public Library building are available for free for the community. The exception shall be Organizations or Individuals who intend to use the space for commercial purposes, those who charge registration fees for participating or other revenue generating purposes. These organizations or individuals will be charged a fee, depending on corresponding procedures.

I, _____ on behalf of the Organization/Individual shown below, ("Organization"), agree to use the Thunder Bay Public Library meeting spaces in accordance with the policies and guidelines of the Thunder Bay Public Library Board and to pay any charges levied.

The Organization/Individual has read, understands and will comply with these guidelines.

The Organization/Individual RELEASES AND FOREVER DISCHARGES and agrees to INDEMNIFY AND SAVE HARMLESS the Thunder Bay Public Library, the Thunder Bay Public Library Board, its servants, agents, sponsors, officials, representatives, officers, directors, management, or employees from any and all claims, demands, actions, or causes of action arising out of or in consequence of any loss, injury or damage to: the Organization/Individual or its property, or any member of the Organization or their property, or to any other person or their property as a result of the use of the Meeting Spaces, however caused, directly or indirectly.

In addition, the Organization/Individual agrees to abide by all guidelines, including:

- Meeting spaces **must be booked and paid for in advance, when applicable** and a contract must be completed and signed by ALL groups booking space. Fees may be paid at circulation desks or by contacting the Library.
- All bookings and behaviours in meeting spaces must be in compliance with the TBPL Patron Code of Conduct.
- Bookings must conclude at least 10 minutes prior to branch closing. Access to library facilities is not available during closed hours unless approved by the CEO, Head Librarian or Director.
- Indicate the number of tables and chairs that will be required for the program when making the booking. Groups must also provide their own supplies (such as coffee, cups, cream, sugar, markers, tape, paper etc.) and publicize their own programs.
- Set-up and clean-up are the group's responsibility. The space must be left in the same condition it was before the rental. If the space is not returned to its same condition, the Organization/Individual may be charged a cleaning fee of \$100 and forfeit the ability to utilize the space in the future.
- Library Management reserves the right to allocate the use of its meeting spaces as required. Use of library space does not constitute an endorsement by the Library Board. The Library will not knowingly permit any individual or group to use its facilities in contravention of the Criminal Code of Canada. Groups using library

facilities may not limit attendance on the basis of race, colour, sex, age, sexual orientation, mental or physical disability as defined by the Constitution Act, Canadian Charter of Rights and Freedom, 1982.

- Publicity and signs provided by the organization must not give the impression that the Library is sponsoring the event. All signs must be professional; fax copies are not accepted. Provide signage to library staff, who will post according to policy.
- All advertising must identify the Facilities as the “Thunder Bay Public Library - [Branch Name]”. All advertising, including via social media, must be approved in writing by the Library before being published, posted or otherwise made available to the public.
- The Organization/Individual agrees to reimburse the Library for any damages, loss or theft to Library facilities or equipment which are caused by the Organization/Individual, and to accept liability for Library property which is in place during the time that the Organization/Individual is occupying the Library Meeting Spaces.
- In compliance with the Fire Marshall’s regulations, candles or other open flames are not permitted within the auditoriums and audience size is limited to the maximum capacity indicated on the Fire Regulations posted in each auditorium.
- External groups may request that a smudging ceremony accompany their library meeting space booking by calling the Director of Communities at 807-684-6813 or emailing comments@tbpl.ca. External requests must be made one week in advance of the event date. If the indoor designated smudging area is occupied or unavailable during the requested time, staff may recommend a designated outdoor smudging area.
- The Organization/Individual agrees to reimburse the Library for any damages, loss or theft to Library facilities or equipment which are caused by the Organization/Individual, and to accept liability for Library property which is in place during the time that the Organization/Individual is occupying the Library Meeting Spaces.
- Cancellations must be reported at least seven (7) days in advance, freeing rooms for other bookings. Cancellations of less than seven (7) days will result in a 100% charge. The Library reserves the right to cancel bookings in the event of an emergency. A full refund will be issued in such instances.
- 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, 1984 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 or Head Librarian.
- Alcohol and drug consumption is not allowed in any library facility.
- All users of the meeting space who are charging a fee to the participants of the event/meeting being held are subject to a meeting space user fee.
- Businesses and Not for Profits are required to obtain a Certificate of Insurance with the Thunder Bay Public Library listed as “additional insured”.
- Failure to follow the terms outlined in these guidelines or the Thunder Bay Public Library Patron Code of Conduct Policy will result in the cancellation of future room booking privileges, at the discretion of management.

I have read this CONTRACT. I understand its effect and I agree to abide by its contents and I have the authority to enter into this contract on behalf of the stated organization.

Dated at Thunder Bay, ON this _____ day of _____, _____.
date month year

Name of Organization/Individual: _____

Address, Postal Code: _____

Telephone #: _____ Email Address: _____

Authorized Signature: _____ Print Name: _____

ADMINISTRATION USE:

Date / Time of Event/Booking: _____ Location: _____

Rental Fee: _____ Staff Initials: _____

Please pay the fee in advance at any library circulation desk or contact the Library to arrange payment via credit card. A receipt will be provided as proof of payment. **Invoices will be provided upon request.**

Is the user charging a fee to the participants of the meeting/event? Yes _____ No _____

Issue Invoice Yes _____ No _____

Invoices will be mailed to the address indicated, along with a copy of this contract.