

Community & Event Space Rental Policy

Purpose and Scope

The purpose of this policy is to set out the conditions for use of meeting rooms at all Burlington Public Library (BPL) facilities including virtual rooms, which are made available to the public for a fee when not being used for Library purposes.

Statement of Policy

BPL meeting rooms and event spaces are community assets utilized to advance the communities we serve in ways consistent with BPL's mission, values, and strategic priorities. Community and commercial use will be permitted when the facilities are not required for the service or administrative functions of the library. Priority for the use of these spaces is as follows:

1. Library programs, co-sponsored programs, and other Library purposes;
2. non-profit community groups and organizations;
3. charitable organizations;
4. others, e.g., commercial groups.

BPL believes that freedom of expression and access to ideas and information are essential to the health and development of a democratic society. We acknowledge that Library spaces may be used by those who express ideas that may be contrary to BPL's vision and values. By offering Library spaces for short-term rental by the public, BPL does not endorse or agree with any of the aims, policies or activities of any group or individual using the space, or of any of the ideas, messages, or information they express.

There are necessary limits to how Library spaces may be used. The Library is committed to providing physically safe and respectful public and staff spaces, minimizing disruption of Library services, and maintaining the security of Library property. The use of Library spaces must not contravene Canadian laws, including the Criminal Code and the Ontario Human Rights Code.

The Library recognizes that individuals and groups may strongly disagree with ideas and views expressed within Library spaces and collections. In some instances, they may, on a personal level, view them as offensive. However, in keeping with its value of intellectual freedom, the Library will not restrict freedom of expression beyond the limits prescribed by Canadian law.

Prohibited Activities

The use of BPL meeting rooms and facilities may not include or involve any of the activities listed below:

- any violation of the Criminal Code, including:
 - a) the communication of statements that incite or willfully promote hatred against an identifiable group; or,
 - b) the advocacy or promotion of genocide;
- any violation of the Ontario Human Rights Code, including:
 - a) the publication, issuing or display of any material that indicates discrimination or an intention to discriminate against a person or group, or is likely to expose a person or group to hatred or contempt, because of their race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age;
- any other unlawful activities, or activities that in any way violate applicable Library policies, rules, or regulations;
- gaming, gambling, or games of chance, including bingo or lotteries as regulated by the Alcohol and Gaming Commission of Ontario (AGCO);
- activities requiring a permit and/or prior Library authorization, such as the service of alcohol, where the relevant permit or authorization has not been obtained;
- activities that are likely to pose a safety hazard to event attendees, Library staff or the public, or which are likely to cause misuse or damage to Library property;
- the use of Library space in a way that is intended to establish the space as a permanent location for the user's activities and/or operations;
- the use of BPL's logo or image(s), disbursement or posting of promotional material in Library facilities, or promotion of BPL as partner to the event(s), without prior written consent by BPL;
- the sale of goods or services without prior written consent by BPL; or,
- any other activities that may unreasonably disrupt Library operations or prevent the lawful use of Library space by other people, and that cannot be accommodated in an alternate Library space or by rescheduling.

The Library may deny or cancel a meeting room or facility booking when the Library, in consultation with legal counsel where appropriate, reasonably believes that the proposed use is likely to or will include any of the prohibited activities identified above. If the Library discovers that any prohibited activity is occurring after the event has commenced, the event may be terminated.

General Terms and Conditions

In these general terms and conditions, the term “event” or “Event” means the use for which a meeting room or other Library facility is booked, and the “user” or “User” means the person or organization using the room or facility.

1. Reservation Process: All reservations must be made through Library booking software where prices, room capacity, set-up options, and available equipment are detailed for each available rental space.
2. Charges & Cancellations: Payment is due at the time of booking confirmation. Cancellations must be completed through Library booking software at least two (2) weeks in advance of the event. Refunds, less an administration fee, will be provided if appropriate notice is given. The BPL Fees and Charges Policy outlines all charges associated with room rentals.
3. Liability Insurance: Insurance is required for all events taking place in Library premises and is purchased by the Library prior to the date of the event and costs are included in rental fees. Certain activities require additional insurance which will involve added fees for the user. The BPL Fees and Charges Policy outlines all charges associated with room rentals.
4. Public Performance Rights: The User is responsible for obtaining and paying for all permits, licences and fees required by third parties. This includes (but is not limited to), special event permits and licences to perform or play music or films.
5. Observation: Library staff must have access to facilities and may attend any event held on library premises, free of charge, for the purpose of auditing or reviewing compliance with Library policies.
6. Catering: Users are free to arrange catering or supply their group with food and non-alcoholic beverages. All food must be prepared off site and from a Public Health inspected premise. No coffee makers, food warmers, or heating appliances are permitted. All catering supplies and food must be removed from the room at the end of the specified time.
7. Liquor Licence: Permission to serve alcohol during room rental events is considered on a case-by-case basis. If permission is granted, the User is responsible for obtaining the liquor licence and following all associated regulations. A copy of the licence must be provided to BPL in advance of the event.
8. Political Use: Public libraries play an important role in encouraging democratic participation and awareness. In fulfilling these roles, BPL works to ensure we preserve the public’s trust in us as an independent organization by being careful to avoid the perception of bias or partisanship. The Library Board encourages staff to

support non-partisan activities that encourage political participation and voter awareness such as serve as polling stations and hosting all candidates' meetings. Renting library space for partisan events, election or campaign activities is prohibited.

9. Traditional Use of Tobacco by Indigenous Persons: Smudging, the smoking of tobacco or holding lighted tobacco for traditional Indigenous cultural or spiritual purposes are permitted under Section 19 of Ontario Smoke Free Act when carried out by or with, an Indigenous person. BPL recognizes that smudging and pipe ceremonies are a part of the Indigenous traditional way of life and are therefore welcomed on its premises. Prior coordination with the Library is required to ensure appropriate fire safety, and building system measures are taken. No other use of open flame, including candles, is allowed.
10. End of Rental Period: The user must leave the rental space in a clean condition and vacate the space at the specified end time of their rental. Additional charges may be incurred by users who remain beyond the specified end time or delay the closing of the Library.
11. Violations of Policy: Violation of this policy could lead to cancellation of events and a future prohibition on room rentals. Users will be held financially responsible for any damage done.
12. Indemnification: The User agrees to indemnify and hold harmless and defend the Burlington Public Library Board, its officers, agents, and employees from any and all claims resulting from injuries, including death, damages and losses, including, but not limited to the general public, which may arise or maybe alleged to have arisen out of, or in connection with the Users event held in Burlington Public Library space.

Appendices

Appendix 1: References

- Vancouver Public Library - Public Meeting Rooms & Facilities Use Policy
- Toronto Public Library - Community and Event Space Rental Policy
- Hamilton Public Library - Working With Us Policy

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Associated Procedures: