

Terms and Conditions – Community Room Rentals

The Contracting Party's booking and use of the meeting room or auditorium (the "Premises") are on the following terms and conditions:

1. The Toronto Public Library (the "Library") is not responsible for, and will not be liable to the Contracting Party, for any damages whatsoever, arising out of or in connection with your use, or inability to use, the Premises even if the Library had been advised of the possibility of such damage.
2. The Contracting Party certifies that the person signing the contract is the authorized representative of the Contracting Party and has the full authority to sign the contract and to commit the Contracting Party in respect of any other matter regarding the Community Room Booking Contract (the "Contract") the use of the Premises and the supplied equipment.
3. The Library grants to the Contracting Party the non-assignable right to use the Premises and any equipment supplied by the Library solely for the purposes, and on the dates and times, stated in this Contract. The time period for use of the Premises must include the time required to both prepare the Premises for use and to clean up the Premises after use. The Contracting Party will not be provided access to the Premises earlier than the scheduled booking start time. If the Contracting Party uses the Premises beyond the scheduled end time stated in this Contract, the Library will charge the Contracting Party on an hourly basis for the additional time spent using the Premises. Failure to pay this additional charge may result in the Library denying future booking requests from the Contracting Party.
4. If the Contracting Party needs to cancel its intended use of the Premises, the Contracting Party must provide written notice to the Library at least thirty days' ahead of the planned booking.
 - a. If less than one months' notice is provided to the Library, the Contracting Party will not receive a refund of any fees already paid to the Library for use of the Premises. Upon notice of cancellation, any scheduled payments pending in a payment plan will be processed and charged to the credit card associated with the booking.
 - b. If more than one months' notice is provided to the Library, the Library will refund the Contracting Party any fees already paid to the Library for use of the Premises, less an administrative fee of \$20.00 for EACH non-profit booking and \$40.00 for EACH commercial booking. Any scheduled payments pending in a payment plan will be canceled, less an administrative fee of \$20.00 for EACH non-profit booking and \$40.00 for EACH commercial booking which will be charged to the credit card associated with the booking.
5. If the Contracting Party needs to reschedule its intended use of the Premises, the Contracting Party must provide written notice to the Library at least fourteen days' ahead of the planned booking for bookings within library branch opening hours or twenty-one days' for bookings outside of library branch opening hours.
 - a. If less than fourteen days' notice is provided to the Library (for bookings within library branch opening hours) or less than twenty-one days' notice is provided to the Library (for bookings outside of library branch opening hours), the Contracting Party will be charged the following:
 - i. Adding time – the Contracting Party will be charged the cost for the new booking times;
 - ii. Reducing time – the Contracting Party will not receive a refund of any fees already paid to the Library for use of the Premises;
 - iii. Date(s) change – the Contracting Party will not receive a refund of any fees already paid to the Library for use of the Premises;
 - iv. Location(s) change - the Contracting Party will not receive a refund of any fees already paid to the Library for use of the Premises.
 - b. If more than fourteen days' notice is provided to the Library (for bookings within library

branch opening hours) or more than twenty-one days' notice is provided to the Library (for bookings outside of library branch opening hours), the Contracting Party will be charged the following:

- i. Adding time – the Contracting Party will be charged the cost for the new booking times;
- ii. Reducing time – the Contracting Party will be refunded the cost of the booking less an administrative fee of \$20.00 for non-profit booking and \$40.00 for commercial booking per EACH change requested (not per each date changed);
- iii. Date(s) change – the Contracting Party will be charged an administrative fee of \$20.00 for non-profit booking and \$40.00 for commercial booking per EACH change requested (not per each date changed);
- iv. Location(s) change – the Contracting Party will be charged an administrative fee of \$20.00 for non-profit booking and \$40.00 for commercial booking per EACH change requested (not per each location changed).

The Library will confirm the Contracting Party's requested cancellation or rescheduling.

6. The Contracting Party is solely responsible for the set-up of the Premises and set-up of equipment supplied by the Library for use. The Contracting Party shall not cause or permit the Premises or any supplied equipment to be defaced or damaged in any way. The Contracting Party shall return the Premises and supplied equipment to the Library in the same condition as it was received, and if the Contracting Party fails to do so, it shall be responsible for any and all damage caused by its use of the Premises or its use of the supplied equipment. If the Contracting Party or any of its employees, agents, volunteers, or subcontractors causes or permits damage to the Premises or supplied equipment, the Contracting Party shall pay to the Library, on receipt of an invoice, the reasonable cost of any and all repairs the Library must make in order to return the Premises or equipment supplied by the Library, as the case may be, to the same state it was when it was provided to the Contracting Party. Failure to pay this invoice may result in the Library denying future booking requests from the Contracting Party.
7. In using the Premises and equipment supplied by the Library, the Contracting Party will comply with these Terms and Conditions, all applicable federal, provincial and municipal laws, by-laws, Library policies and regulations, including the Library's Rules of Conduct, attached as Appendix A to this Contract. The Contracting Party will ensure that its employees, subcontractors, agents, and volunteers on the Premises during the period of the Contracting Party's use will comply with such laws, by-laws and policies.
8. The Library is not responsible for any property of any kind that the Contracting Party, its employees, subcontractors, invitees, attendees and guests bring onto the Premises. The Library will promptly remove any property left behind in the Premises. The Library will not be liable for damages or loss to property as a result of any removal or disposal of any property in accordance with this section.
9. The Contracting Party assumes full responsibility for the acts and conduct of the employees, agents, subcontractors, and volunteers of the Contracting Party that are admitted to the Premises during the Contracting Party's use. The Library retains the right to interrupt, terminate the use of the Premises, or eject any person in attendance at the Premises if designated Library staff members, in their sole discretion, consider it to be necessary in the interests of public order or safety or if, in the Library staff members' sole discretion, there is a perceived violation of Library's Rules of Conduct or these Terms and Conditions. The Contracting Party waives any right to damages or compensation should its use of the Premises be so interrupted or terminated.
10. The Contracting Party agrees that:
 - a. Library staff may have access to the Premises at all times during the Contract Party's use and may attend any meeting, course, or event being conducted by the Contracting Party on the Premises;

- b. the Contracting Party's event will not promote, or 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;
 - c. no games of chance, including bingo and lotteries, may be conducted on the Premises;
 - d. no charitable fundraising is permitted on the Premises unless authorized by the Library in advance;
 - e. no goods may be sold on the Premises unless authorized by the Library in advance;
 - f. the Library must provide prior written approval of any publicity or marketing materials;
 - g. the Contracting Party is solely responsible for any marketing or promotion of their use of the Premises;
 - h. the Contract Party is not permitted to distribute publicity or marketing materials (including signs, posters, flyers, pamphlets, etc.) promoting the event on the Premises; and
 - i. the use of food and beverage heating equipment is not permitted on the Premises.
 11. The Contracting Party is responsible for any costs associated with its use of the Premises or equipment supplied the Library which are not specifically identified in the Contract, excluding the supply of any utilities to the Premises.
 12. The Contracting Party acknowledges that it will breach this Contract if:
 - a. it fails to pay any amounts due on their due date;
 - b. it contravenes any of the Terms and Conditions; or
 - c. if it poses a risk to the health and safety of the public or Library staff.
- If the Contracting Party breaches this Contract, the Library may, in its sole discretion, terminate the use or intended use of the Premises without refunding any of the payment.
13. The Contracting Party acknowledges that should the Contract be terminated as a result of a breach as set out in section 13 of this Contract, the Library may deny a booking of the Contracting Party to use the Premises or another room at the Library in the future.
 14. In addition to the Library's right to terminate the Contracting Party's use of the Premises identified in section 13, the Library, in its sole discretion, may terminate the Contracting Party's right to use the Premises if:
 - a. the Library becomes aware of a use that is contrary to law;
 - b. the Contracting Party has misrepresented anything in this Contract or its room booking application and related questionnaire;
 - c. there is a likelihood of harm to any person or property, in the Library's sole discretion;
 - d. the Library becomes aware that the Premises are intended to be a permanent or long-term location for the Contracting Party's activities, including establishing offices in Library meeting rooms; or
 - e. the Contracting Party has previously misused the Premises or other Library facilities or materials or has failed to pay any fees of any sort owing to the Library.
 15. If the Library cannot provide the Premises to the Contracting Party for any reason, including, damage to the Premises, a labour disruption, or as a result of a technical error of the booking software, then this Contract shall be terminated and the Contracting Party shall be entitled to a refund of the fees it has paid to the Library. In the case of a payment plan, any scheduled payments pending associated with the canceled booking will not be processed. The Contracting Party waives any claims for damages or compensation on account of such termination other than the refund of fees.

Appendix A Toronto Public Library Rules of Conduct

The Toronto Public Library strives to provide free and equitable access to services that meet the changing needs of Torontonians. The Library preserves and promotes universal access to a broad range of human knowledge, experience, information and ideas in a welcoming and supportive environment that is free from discrimination and harassment. Everyone has the right to equal treatment with respect to the access and use of the Library's services and facilities without discrimination or harassment on the basis of sex, sexual orientation, race, colour, ethnic origin, creed and all other grounds set out in the Ontario Human Rights Code.

Discrimination and/or harassment will not be tolerated under any circumstances. These rules are intended to prevent such conduct and to ensure the dignity and safety of the public and the staff and to maintain the security of Library property without disruption to library services.

Any behaviour that does not support a welcoming environment and/or violates the Rules of Conduct may result in cost-recovery charges, suspension of Library privileges, exclusion from the Library on the basis of the Ontario Trespass to Property Act and prosecution. These Rules have been approved by the Toronto Public Library Board. An individual has the right to appeal his or her exclusion as described in the Rules of Conduct – Exclusion, Reinstatement and Appeals Policy.

The Library asks for your cooperation in maintaining a welcoming environment conducive to study and enjoyable use of the Library. Staff make every effort to apply these rules in a fair, dignified and positive manner for the benefit of all.

1. Violent, threatening, abusive, discriminatory or harassing language or conduct of any kind is not allowed.
2. Disruptive or intrusive behaviour is not allowed.
3. Damage, misuse, or theft of library materials, equipment and property is not allowed. Interfering with the designated use of computers and networks is also not allowed.
4. Members of the public may not make requests for service based on prohibited grounds of discrimination under the Human Rights Code.
5. Children requiring supervision must not be left unattended on library premises.
6. Members of the public may only use authorized entrances and exits and are not allowed in "Staff Only" areas without permission.
7. Members of the public must open all bags, books and papers for inspection if requested by staff.
8. Library materials may not be taken into washrooms.
9. Posting notices, distributing circulars or petitions, soliciting or engaging in any commercial activity on library property must not be conducted without prior written approval of the Library.
10. Photographing, filming or video recording of library staff and users on library property must not be conducted without prior written approval of the Library.
11. Members of the public must wear shirts and shoes and other appropriate attire. Use of sports equipment is not allowed on library property.
12. Eating and drinking are allowed except in designated areas.
13. Service animals are welcome in the Library. Other animals are only allowed during authorized programs.