

Ajax Public Library Facility Use Policy



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1. Purpose

The Library is a central meeting place in the community. Individuals and groups enjoy using the Library spaces to foster their own purposes.

The purpose of this policy is to support the Library's objectives of upholding principles of intellectual freedom, providing equitable access to services, and maintaining a welcoming and supportive environment free from discrimination and harassment. The policy outlines the fees, the priorities, and the conditions of use for spaces available at the Library. The goal is to maintain a high level of usage and provide space for groups/individuals so they may achieve their own goals and objectives.

2. Definitions

- 2.1. **Agreement Holder/Applicant:** The individual whose name is on the signed agreement for the rental.
- 2.2. **Co-Sponsored Program:** A program or event in which the Library actively develops and presents with a community organization.
- 2.3. **Higher Risk Activity:** may include, but is not limited to, anything with physical activity, requiring specialized equipment, third-party vendors, etc.
- 2.4. **Meeting/workshop:** a gathering of people for the purpose of engaging in discussion. This may include, but is not limited to, training, presentations, or group discussions.
- 2.5. **Party:** a social gathering of invited guests often for celebration or recognition. This may include, but is not limited to, a child's birthday party, retirement party, baby showers.
- 2.6. **Political Activity:** anything in support or opposition of a federal or provincial political party; anything in support or opposition of a candidate in a federal, provincial, or municipal election; or, being or seeking to become a candidate in a federal, provincial, or municipal election
- 2.7. **Rental Agreement:** A document between the Ajax Public Library and the Agreement Holder outlining the terms, responsibilities, and conditions for the use of Library meeting rooms or facilities.
- 2.8. **Solicitation:** The act of asking for or trying to obtain something from a person or group of people, including information via surveys or donation drives.

3. Intellectual Freedom

The Library will uphold the right of all individuals to access knowledge, information, and ideas through Library materials, resources, and services. The Library will provide a wide array of diverse views, opinions, and expressions. This may include permitting room bookings by third parties that some individuals may find unpopular, consider controversial, or offensive.

The Library will protect individual privacy and avoid censorship as part of its dedication to intellectual freedom. Restrictions, limitations, and/or exceptions will be made under law or Library policy. The Library will safeguard access to and expressions of knowledge, imagination, ideas, and opinions.

Intellectual freedom is a core value for public libraries, endorsed by the International Federation of Library Associations, Canadian Federation of Library Associations, and the Ontario Library Association.

4. Use of Space

Library spaces that support use by groups/individuals include the Rotary Room, a small meeting room at the Main Branch, and the Multipurpose Room at Audley.

- 4.1. The Library will reserve space for its own purposes and will make the space available to customers after its own needs have been satisfied.
- 4.2. Priority for the use of the Library's community spaces is as follows:
 - 4.2.1. Library programs, co-sponsored programs, and other Library purposes.
 - 4.2.2. Library-related groups.
- 4.3. Library meeting rooms identified above are made available to the general public for a fee when not being used for Library purposes.

5. General Conditions of Use

- 5.1. In the case of an emergency or an unanticipated Library need, the Library reserves the right to cancel meeting room use or to provide a substitute room if available.
- 5.2. All meetings/events must be conducted in accordance with all provincial and federal statutes, municipal by-laws, and policies of the Ajax Public Library, including the Acceptable Behaviour Policy (LIB-AP-089).
- 5.3. All co-sponsored events, for which the Library has provided meeting space at no cost, must be open to all members of the public.

- 5.4. Agreement holder or groups using the meeting rooms are responsible for any charges resulting from furniture, building, or equipment damage or loss.
- 5.5. Permission to use the meeting space does not imply endorsement by the Library of the aims, policies, or activities of any group or individual.
- 5.6. The sale of goods is not permitted on the Library's premises unless prior approval is given by the Library.
- 5.7. No smoking, lighting of candles, or burning of any other materials is permitted in the Library or its meeting rooms.
- 5.8. Reasonable noise levels must be observed during events taking place during the Library's open hours. All doors must be kept closed during events taking place during the Library's open hours in order to control noise levels in the rest of the Library.
- 5.9. The Library does not assume responsibility for personal injury or damage, or for lost or stolen articles belonging to any group or individual using the meeting rooms or attending a program or meeting.
- 5.10. The Ajax Public Library will assume no responsibility for damages or expenditures on behalf of the Agreement holder through mechanical failures, or any circumstances beyond the Library's control, resulting in cancellation of the event.
- 5.11. Library personnel must be permitted access to the meeting rooms at any time during the meeting.
- 5.12. Special Occasion Permits are required for all events at which alcohol is served. Special Occasion Permits must be obtained by an applicant at least seven (7) days prior to an event, and a copy must be posted in the Library during the event. The entire Rotary Room must be booked for all licensed events.
- 5.13. The Library will not store items or materials for users in advance. All items, including catering, associated dishes, and utensils should be removed immediately after the event.

6. Conditions of Use for Room Rentals

- 6.1. Room bookings will not be considered confirmed until all parties are in possession of the signed Rental Agreement, and all fees are paid in full.

- 6.2. Room Bookings are available up to six (6) months in advance.
- 6.3. It is the sole responsibility of the applicant to ensure that all conditions are met.
- 6.4. Tentative bookings will be held without payment for a maximum of 48 hours. Full payment is required before the Library's rooms can be used.
- 6.5. The Library does not provide advertising for meetings or programs unless the Library is a co-sponsor. Where the Library is not a co-sponsor, groups using the Meeting Rooms must not imply in any way in their advertising or publicity that the Library Board endorses the group's meeting, aims, policies, or activities. The Library should appear only as the location of the meeting.
 - 6.5.1. Organizations must clearly indicate their names and provide contact information, in their advertising, for meetings being held on Library premises.
 - 6.5.2. A copy of all advertising must be submitted in advance to the Ajax Public Library.
- 6.6. A 90% refund of the booking fee will be made if the booking is cancelled a minimum of seven (7) calendar days in advance. The full amount will be charged if less than seven (7) days' notice of cancellation is made.
- 6.7. All applicants, groups or individuals, booking an event at the Ajax Public Library are required to provide a Certificate of Liability insurance in the amount of \$2,000,000.00 per occurrence, naming the Town of Ajax and Ajax Public Library as additionally insured.

If a Special Occasion Permit has been obtained to serve alcohol, Certificate of Liability insurance in the amount of \$5,000,000 per occurrence naming the Town of Ajax and Ajax Public Library as additionally insured is required.

 - 6.7.1. Such insurance shall not be cancelled except on prior notice to the Library. A copy of the insurance certificate shall be delivered to the Ajax Public Library at least 21 days prior to the event. Proof of liability insurance coverage is required at the time of finalizing the rental agreement.
 - 6.7.2. If proof of insurance is not provided by the renter, the Municipality's "Facility Users Insurance" program is a mandatory requirement. Applicable fees will be determined at the time of booking based on the type and duration of the event or function.
- 6.8. Meeting Rooms C and D at the Main branch, as well as the Audley Multipurpose room, are to be used for meeting spaces only. These rooms are not intended as

event spaces. Intention of room use must be disclosed during the booking process and in the Facility Rental Agreement Form.

7. Denials of Use

- 7.1. While the Library is committed to ensuring that community members and organizations have opportunities to further their goals through the use of Library meeting space, the Library is also committed to maintaining a respectful environment free from discrimination and harassment for all customers.
- 7.2. The Library reserves the right to deny or cancel room rentals/facility use in the circumstances that:
 - 7.2.1. There is a likelihood that the use of the facilities is likely to promote discrimination or hatred for any group or person on the basis of, but not limited to: race, ethnic origin, place of origin, citizenship, colour, ancestry, language, creed/religion, age, gender, gender identity, gender expression, marital status, family status, sexual orientation, disability, and socioeconomic status;
 - 7.2.2. There is a likelihood that the use of the facilities will be for a purpose that will result in the violation of any law or Library policy;
 - 7.2.3. There has been a misrepresentation of the agreement holder's aims;
 - 7.2.4. There is a likelihood of physical danger to people, premises, or equipment;
 - 7.2.5. A group has previously misused facilities or has not paid the required fee;
 - 7.2.6. Use by any individual, club, groups, or organizations that intends to establish the Library as a permanent location for their activities, including establishing offices in Library meeting rooms;
 - 7.2.7. Patterns of use that limit Library and community access to the space, excluding Library business;
 - 7.2.8. Use will include games of chance including bingos and lotteries;
 - 7.2.9. Political activity cannot be undertaken on Library property including room rentals. Exceptions include endorsed activities by the Town of Ajax outside of an election period, for example Ward meetings or meetings with constituents, and all candidate meetings provided all candidates for an office are invited to attend and one candidate is not featured or promoted in association with the Library program or event.

7.2.10. The activity will negatively impact Library operations.

- 7.3. Should an agreement holder booking a room violate the terms and conditions of this or any Library Policy, or the terms and conditions of a Facility Rental Agreement, then the Chief Librarian and Executive Officer or designate may: terminate any outstanding agreements with the group or individual; prohibit future use of Library space to the group or individual; and/or, levy additional charges, at the Library's discretion, to compensate the Library for such a violation.
- 7.4. Applicants who are denied permission to use the Library's facilities, may appeal the decision, in writing, to Library leadership. The request will be reviewed, and a written response will be provided.
- 7.5. Customers who may object to a room rental may complete a Request for Reconsideration form. Library leadership will review the request and provide a written response to the customer.
- 7.6. Decisions from 7.4 and 7.5 may be appealed, in writing, to the Chief Librarian and Executive Officer who will review the appeal. The Chief Librarian and Executive Officer's decision will be final.

7.6.1. All appeals will be reviewed as per the Library Board's statement on Intellectual Freedom, this policy, and any other applicable Library policy.

8. Fees

The fees for the use of rooms are outlined in Section 15, Schedules A, B, and C. Fee schedules are reviewed annually.

8.1. Room rental fees are waived only for:

- 8.1.1. Library programs, partnership and co-sponsored programs and other library purposes.
- 8.1.2. Library related groups (such as the Ajax Public Library Board, Library-related committees, and the Ontario Library Service).
- 8.1.3. Town of Ajax staff and committees.
- 8.1.4. Annual General Meeting for non-profit community groups and charitable organizations (once annually only).
- 8.1.5. Meetings of the Ajax Public Library's Union – CUPE local 3565.

The decision to waive room rental fees outside of those groups specified in 8.1 is made by the Manager of Public Service or designate.

8.2. Non-profit and charitable groups, agencies, and organizations may qualify for a 50% reduction in room rental fees for the use of the Rotary Room(s) only.

8.2.1. In order for consideration to be made, non-profit or charitable groups must provide the following documents: Articles of Incorporation confirming the organization's status as a not-for-profit, or confirmation of registration verifying charitable status, or confirmation of being a Charter member of a Provincial, National and International not-for-profit organization.

9. Privacy and Confidentiality

The Library protects the privacy and confidentiality of all customers' personal information in keeping with the access to information and privacy provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 (MFIPPA) and other applicable legislation.

The Library collects personal information of customers under the authority of section 23(4) of the Public Libraries Act, R.S.O. 1990, c.P.44, and personal information will only be used to administer services and programs at the Library.

Access to personal information is limited to only those employees who need access in order to perform their assigned duties. The Library also maintains security standards and procedures regarding unauthorized access to personal information to prevent unauthorized removal or alteration of data.

The Library will not disclose personal information to any third parties without having obtained prior consent of the person to whom the information pertains, except when MFIPPA permits disclosure or other applicable law requires that the Library disclose the personal information.

10. Accessibility

The Library is committed to using its services to provide all individuals, including those with disabilities, an equal opportunity to effectively use the Library in an independent, dignified manner. The Library strives for accessible spaces and services in accordance with the Accessible Customer Service policy.

11. Communications

11.1. This policy will be distributed on the Library's website.

12. Inquiries

Inquiries regarding this policy should be directed to the Library's Corporate Services Team.

13. Related Documents

- 13.1. LIB-AP-089 Acceptable Behaviour Policy
- 13.2. LIB-016 Facility Rental Agreement
- 13.3. LIB-AP-006 Accessible Customer Service Policy
- 13.4. LIB-031 Request for Reconsideration
- 13.5. Ajax Public Library Board Position Statement, Intellectual Freedom

14. Distribution

This policy should be posted on the website and shared with all staff.

15. Schedules

15.1. Schedule A: Meeting Room Fees

Description	Fee
Main Branch	
Rotary Room (full) 125 capacity	\$150.00 for up to 4 hours \$300.00 for 8 hours \$50.00 per hour for each subsequent hour, or part therein
Rotary Room A (with kitchen) - 65 capacity	\$100.00 for 4 hours \$200.00 for 8 hours \$35.00 per hour for each subsequent hour, or part therein
Rotary Room B (without kitchen) - 60 capacity	\$80.00 for 4 hours \$160.00 for 8 hours \$25.00 per hour for each subsequent hour, or part therein
Meeting Room D - 8 capacity	\$10.00 per hour \$34.00 for 4-hour block \$65.00 for 8-hour block
Audley Branch	
Audley Multipurpose Room 40 capacity	\$80.00 for 4 hours \$160.00 for 8 hours \$25.00 per hour for each subsequent hour, or part therein

15.2. Schedule B: Liability Insurance Fees

Fees are subject to change based on rates set by the Municipality's Facility Users Insurance and limit level required based on risk associated with rental activity.

15.2.1. Non-Sporting Events: Meeting, seminars, workshops (no alcohol served)

Main Branch	Rate \$2,000,000 limit per single meeting, not to exceed 8 hours
Rotary Room (full) - 125 capacity	\$3.57 per meeting
Rotary Room A (with kitchen) - 65 capacity	\$2.10 per meeting
Rotary Room B (without kitchen) - 60 capacity	\$2.10 per meeting
Meeting Room D - 8 capacity	\$2.10 per meeting
Audley Branch	
Audley Multipurpose Room - 40 capacity	\$2.10 per meeting

Notes:

- Should the meeting exceed eight (8) hours, contact the Library to determine insurance rate.
- Higher risk activities require a \$5,000,000 limit. Contact the Library to determine insurance rates based on individual bookings.

15.2.2. Child/Adult parties, baby/bridal showers, baptisms, funerals, etc. (no alcohol served)

Main Branch	Rate \$2,000,000 limit per event
Rotary Room (full) 125 capacity	\$35.70 per event
Rotary Room A (with kitchen) - 65 capacity	\$11.03 per event, up to 4 hours or less \$21.00 per event, up to 8 hours or less
Rotary Room B (without kitchen) - 60 capacity	\$11.03 per event, up to 4 hours or less \$21.00 per event, up to 8 hours or less

15.2.3. Non-Sporting Events: Meeting, seminars, workshops, parties (alcohol served)

Events serving alcohol are only permitted with a full Rotary Room rental.

Main Branch	Rate \$5,000,000 limit per single meeting, not to exceed 8 hours
Rotary Room (full) 125 capacity with kitchen	\$269.00 single day event

Notes:

- Contingent alcohol coverage to be used where there is a caterer who has a liquor liability coverage.
- Copy of liquor license with renter's signature must be kept on file by the Library and Town of Ajax and the permit number must appear on the monthly report.
- Special occasion permit must be issued to the individual obtaining the insurance coverage.

15.3. Schedule C: Rotary Room Amenities

- TV (renter must supply own HDMI cable connection).
- Podium
- Microphone
- Flip Charts (renter must supply own markers)
- Piano (as is condition)