

QUINTE WEST PUBLIC LIBRARY
TERMS AND CONDITIONS FOR USE OF FACILITIES

The Applicant's use of Library facilities is on the following terms and conditions:

1. The Applicant certifies that the signatory for the contract is the authorized representative of the Applicant and has the full authority to execute the contract and to bind the Applicant in respect of any other matter regarding the use of the Premises including General Liability Insurance and the supplied equipment.
2. The Library grants to the Applicant the non-assignable right to use the Premises and any supplied equipment solely for the purposes and on the dates and times stated on the contract. The time period for use of the Premises must include the time required to prepare the Premises for use and to clean up the Premises after use.
3. **The Applicant is solely responsible for the set-up and take-down of the Premises and supplied equipment.** The Applicant shall not cause or permit the Premises or any supplied equipment to be defaced, injured or damaged in any way. The Applicant shall be responsible for any and all damage caused by its use of the Premises or the supplied equipment **and shall return the Premises and supplied equipment to the Library in the same condition as when their use began.** The Applicant shall pay to the Library, on receipt of an invoice, the reasonable cost of any and all repairs required to be made to the Premises or supplied equipment as a result of their use by the Applicant or any of its employees, invitees, attendees or guests.
4. In using the Premises and the supplied equipment, the Applicant will comply with all applicable federal, provincial and municipal laws, by-laws, policies and regulations, including the Library's Rules of Conduct. The Applicant will ensure that all those in attendance on the Premises during the period of the Applicant's use will comply with such laws, by-laws, policies, regulations and rules.

5. **Any property of any kind brought on the Premises by the Applicant, its employees, invitees, attendees and guests, are at the sole risk of the Applicant and shall be promptly removed from the Premises after use of the Premises.** If the Applicant fails to vacate the Premises at the end of the period of use, the Library may remove property of any kind and dispose of it at the Applicant's expense. The Library shall not be liable for damages or loss as a result of any removal or disposal of any property in accordance with this paragraph.
6. The Applicant assumes full responsibility for the acts and conducts of all persons admitted to the Premises during the Applicant's use. In case of an emergency, such as fire, the Applicant is responsible for directing the evacuation of the room. The Library retains the right to interrupt or terminate the use of the Premises or to eject any person if designated Library staff members, in their sole discretion, consider it to be necessary in the interests of public order or safety. The Applicant waives any damages or compensation should its use of the Premises be so interrupted or terminated.
7. The Applicant agrees that:
 - a) The activities of the Applicant shall at all times be subject to the reasonable control of the Library. The Applicant agrees to take steps, as requested by designated Library staff members, to avoid interference with the normal operations of the Library.
 - b) The Premises must be vacated 15 minutes prior to the Library closing time.**
 - c) Usage is not for the purpose of parties, showers, banquets or other social events.
 - d) No games of chance, including bingo and lotteries, may be conducted on the Premises.

e) No charitable fundraising is permitted on the Premises unless authorized by the Quinte West Public Library Board.

f) **No goods may be bought or sold on the Premises.**

An exception may be made for non-profit organizations if authorized by the Quinte West Public Library Board.

g) Preparation and distribution of all publicity or marketing materials respecting any event to be held on the Premises are the sole responsibility of the Applicant and must include the following disclaimer:

“The Quinte West Public Library does not necessarily endorse this program and the Library accepts no responsibility for any information or advice shared at this program.”

h) Distribution of promotional material in the Library for events booked on Library Premises is not permitted, except for Library co-sponsored events.

8. The Applicant is responsible for any costs associated with its use of the Premises or the supplied equipment which are not specifically identified in the contract, excluding the supply of any utilities to the Premises.

9. The Applicant shall be in default of these Terms and Conditions if it fails to pay any amounts on their due date, if it breaches any of the Terms and Conditions, or if it poses a risk to the health and safety of the public or Library staff. If the Applicant is in default, the Library may, in its sole discretion, terminate the use or intended use of the Premises without refunding any of the payment and shall be under no obligation to allow the Applicant to use the Premises in the future.

10. In addition to the Library's right to terminate the Applicant's use of the Premises identified elsewhere in these Terms and Conditions, the Library, in its sole discretion, may terminate the Applicant's right to use the Premises if:
 - a) It becomes aware of a use that is contrary to law;
 - b) The Applicant has misrepresented anything in its contract;
 - c) There is a likelihood of harm to any person or property; and
 - d) The Applicant has previously misused the Premises or other Library facilities or materials or has failed to pay fees of any sort owing to the Library.
11. If the ability of the Library to provide the Premises for the Applicant's use is rendered impossible due to matters beyond the Library's reasonable control including, but not limited to, damage to the Premises and labour disruption, then this contract shall be terminated and the Applicant shall be entitled to a refund of fees it has paid to the Library. The Applicant waives any claims for damages or compensation on account of such termination other than the refund of fees referred to above.
12. The Applicant agrees to save harmless the Quinte West Public Library against all claims of any nature and kind and costs which may arise out of or by reason of granting the application; and against all damages; infringement of royalty rights, charges, slander, sedition and subversion which may occur as a result of public performances, actions or speeches, together with any cost which may arise in connection therewith.



AGREEMENT for the use of LIBRARY MEETING ROOMS

Purpose of Rental:

- Meeting
- Training
- Education
- Other _____

This agreement dated: _____

Between: **Quinte West Public Library**

AND: Name:

Contact person:

Telephone:

Email:

The above-noted user is hereby given permission to use the:

- Multi-Purpose Room
- Makerspace Room

Date of Use:

Time:

Rental Fee: \$20/hr for businesses or \$10/hr Non-profit rate plus HST

Contact person on day of Rental:

I have received, read, understand and agree with the Quinte West Public Library's TERMS AND CONDITIONS for use of facilities.

Name

Signature

For Quinte West Public Library

Signature