



## **TERMS AND CONDITIONS for MEETING SPACE USE**

**IN CONSIDERATION of the mutual covenants contained in these Terms and Conditions, and other good and valuable consideration, the client agrees as follows:**

### **1. GRANT OF LICENSE**

- 1.1 The Library grants to the Renter a license to use the Premises (space in Library facility) during the Rental Period (date and time period of use by client) for the Event (activity held during Rental Period).
- 1.2 The Renter covenants and agrees to accept and use the Premises in the manner outlined herein and subject to these Terms and Conditions.
- 1.3 The Renter, having inspected the Premises, expressly acknowledges that it has informed itself as to the suitability of the Premises, and accepts the same in "as is" condition without any obligation of the Library to alter or make changes to the Premises.

### **2. RENTAL FEES**

- 2.1 The Renter shall pay to the Library all the Rental Fees (Rental Fees and other amounts) on the date stated in the Agreement.
- 2.2 Delinquent accounts may be referred to the Library's collection agency or other legal remedy.
- 2.3 The Renter will provide the Library with the Deposit concurrent with the signing of the Meeting Space Use Agreement. The Library shall retain the Deposit as security for the payment of the Rental Fees and all other amounts for which the Renter is or may become liable hereunder.

### **3. SERVICES AND EQUIPMENT**

- 3.1 a) The Renter shall provide to the Library set-up and equipment information at least fourteen (14) business days prior to the Rental Period including, but not limited to, plans and specifications for staging, floor plans and for any technical and electrical requirements and any other information requested by the Library regarding the assembly and/or installation of any set or display in the Premises. The Library reserves the right to approve or deny a set/display design submission. Note that furniture set-up is provided only for Premises located at the Central Library. At other Library locations the client is responsible for their own set-up.  
b) The Renter shall not permit the maximum occupancy for the Premises to be exceeded.
- 3.2 Parking: the Library shall not provide any reserved parking spaces.
- 3.3 Security: the Renter shall submit to the Library for approval security arrangements for the Event if any, at least fourteen (14) business days prior to the Rental Period. Library may in its sole discretion require that the Renter arrange for additional security at the Renter's cost depending on the size and type of function. All security arrangements are subject to approval by the Library.
- 3.4 Cleaning and Damages: the Renter shall keep the Premises clean and safe of debris at all times during the Rental Period. Should the Library determine that the Premises require more than regular maintenance cleaning after the Event, additional charges will be incurred.
- 3.5 Alcoholic Beverages:
  - a) Alcoholic beverages may be served only as an adjunct to an Event, subject to the approval of the Library.
  - b) The Renter shall meet all requirements of the City of London's Alcohol Risk Management Policy and applicable laws. See: <https://www.london.ca/city-hall/special-event-planning/Documents/Alcohol%20Policy%202015.pdf>
  - c) The Renter shall engage the Food Provider contracted by the Library to provide all alcoholic beverages and services for Premises located at the Central Library.

- 3.6 Food and Beverages:
- a) Food and beverages may be served as an adjunct to an event. Food prepared for events open to the public is subject to the provisions of the Ontario Health Protection and Promotion Act, Food Premises Regulation. See: <http://www.ontario.ca/laws/statute/90h07>
- 3.7 Internet Services: The Renter agrees to abide by the London Public Library Internet Service Policy in regards to the use of LPL-owned computers and all wireless devices operating in Library meeting space. The full policy can be read here: <http://www.londonpubliclibrary.ca/sites/default/files/InternetServicePolicy.pdf>
- 3.8 Ticketing & Box Office Services: Ticketed events in the Wolf Performance Hall, are exclusively handled through The Wolf Performance Hall Box office, Meeting Services Department and the authorized online ticket sales platform.

#### **4. INSPECTION**

The Library reserves the right to enter the Premises at all times and to inspect and approve the Event, including the conduct and performance of entertainers and audible level of sound.

#### **5. EJECTION**

The Library reserves the right to eject or require the Renter to eject any objectionable person or persons from the Premises and the Building (Library facility where Premises are located). In the event of the exercise of this right by the Renter or the Library or agents, the Renter hereby waives any right and all claims for damages from the Library.

#### **6. ADVERTISING, SIGNAGE AND IMPLIED ENDORSEMENT**

- 6.1 Use of the Premises does not imply endorsement by the Library of the aims, policies, or activities of the Renter. The Renter must not in any way imply or suggest Library endorsement of the Renter or the group or its Event, in advertising or publicity or at the Event itself.
- 6.2 All advertising and promotion in connection with the Event shall be effected by the Renter at its own expense. The Library does not provide free space in Library publications for the Renter's Event. The Library will post, on its website and bulletin boards, subject to the availability of space, limited information about the Event, provided by the Renter, upon prior approval by the Library. The Library does not assume responsibility for the accuracy of information about the Event. The Library may reject the information if it is incomplete or inconsistent with Library guidelines.

#### **7. RENTER'S WARRANTIES AND REPRESENTATIONS**

The Renter hereby represents, warrants and covenants and acknowledges that the Library is relying upon the same as follows:

- a) That neither the Renter's use of the Premises nor any other matter or thing in any way connected with the Renter's activities during the Rental Period will violate or infringe upon any copyright, right of publicity or privacy or any other statutory or common law right of any person, firm or corporation or defame or be harmful to the reputation of any person, firm or corporation, including, without limitation, the Library or any member of the audience.
- b) That the Renter shall not use or permit the use of the Premises nor do or permit anything to be done in or about the Premises in violation of any laws of Canada or of the Province of Ontario, any by-laws of the City of London or any of the rules and requirements of the police or fire department or other governmental authorities.
- c) That the Renter shall comply with and abide by those rules and regulations attached as Schedule "A" to these Terms and Conditions.
- d) That the Renter will abide by all terms and provisions of those collective bargaining agreements from time to time in effect and control with respect to the use and occupation of the Premises and all terms and provisions of any covenants by which the Library is bound with respect to the use and occupation of the Premises.

#### **8. OBLIGATIONS OF THE LIBRARY**

The Library shall not be liable or responsible for:

- a) any loss, damage or injury to any person or property whatsoever in or around the Building in which the Premises are located unless due solely to the negligence of the Library; and
- b) any interference or inconvenience caused by damage to the Premises or the Building or by repairs or replacements thereto or by failure or interruption in the supply of water, electricity, light, heat, air conditioning or any other facility or utility.

#### **9. CANCELLATIONS, BREACH AND REMEDIES**

- 9.1 The Renter shall give written notice to the Library of the cancellation of the Event, at which time all rights granted to the Renter under this Agreement shall cease. If notice of cancellation is received by the Library five (5) or more business days prior to the Event, all payments will be reimbursed to the Renter except the Deposit. Otherwise, the Rental Fees shall be due in full. In the event of an emergency, including but not limited to a snowstorm or loss of electrical power, which requires the Premises or the Building to be closed and the Event cancelled, the Rental Fee and Deposit will be reimbursed in full to the Renter.
- 9.2 The Library reserves the right, in its sole discretion, to refuse or cancel at any time the Renter's use of the Premises without any liability to the Library.

- 9.3 If the Renter is in default under this Agreement, in addition to all other remedies available to the Library, the Library shall have the right to revoke or vary this Agreement and the Renter shall pay to the Library, on demand, all fees together with all additional costs or losses which the Library determines it has incurred as a direct or indirect result of the Renters' default.
- 9.4 No waiver by the Library of any default or breach of the Renter or any right or remedy under this Agreement shall affect any subsequent default or breach hereunder or shall impair any rights or remedies on any subsequent default or breach. No delay or omission of the Library to exercise any right or remedy created as a result of any default or breach hereunder shall impair any such right or remedy or the exercise thereof or shall be construed as a waiver of such default or breach of acquiescence therein.
- 9.5 In the event that the performance by the Library of any of its obligations hereunder is interrupted or prevented by any riot, war, governmental order or regulation, embargo, terrorism, act of God or the Queen's enemies, direct or indirect labour disturbance including strike, lockout or slow down, loss of the Library's entitlement to occupy the Building or any cause beyond the reasonable control of the Library, the Library shall have the right, at its sole option, to revoke or vary the Agreement. Upon such revocation or variation of the Agreement by the Library, no fee of any kind, including obligations incurred by the Library, will be payable by the Renter to the Library with respect to the portion of the Event which has been cancelled and the Library shall not be liable for any loss of damage whatsoever suffered by the Renter.

## **10. INSURANCE, RELEASE AND INDEMNITY**

- 10.1 The Renter shall maintain and provide to the Library, at least fourteen (14) business days prior to the commencement of the Rental Period, satisfactory evidence of third party general liability insurance for an amount not less than \$2,000,000.00 (or such other amount required by the Library) covering the Renter, its officers, directors, employees, agents, and others for whom it is responsible and including personal injury, contractual liability, employer's liability, host liquor liability, owners' and contractors' protective, tenants legal liability and cross liability and severability of interest clause. The policy shall also provide that these coverages will not be cancelled or permitted to lapse unless the insurer notifies the Library in writing at least fourteen (14) business days prior to commencement of the Event. This insurance shall have no exclusion pertaining to injury of a participant.
- 10.2 The Renter hereby releases the Library and its agents, officers, directors and employees and any other person, corporation, firm, partnership or other entity or group thereof for whom the Library is legally responsible and each of them from any liability for loss arising in any way out of the performance of this Agreement or out of the Renter's occupation and/or control of the Premises.
- 10.3 The Renter shall indemnify and hold harmless the Library from and against all liabilities, claims, damages and expenses (including reasonable legal fees on a solicitor and client basis) arising out of negligence, wilful misconduct or other fault of the Renter, its employees, agents, representatives or whomever the indemnifying party is at law responsible for in the performance of its obligations in this Agreement.

## **11. MISCELLANEOUS**

- 11.1 The relationship between the Library and the Renter constituted by this Agreement is solely that of an operator and a party contracted for temporary use of the Premises and the same shall not constitute the Renter as a tenant, agent, servant, employee or representative of the Library, nor shall the same constitute the Renter as a partner or joint venturer with the Library.
- 11.2 Except as otherwise stated in this Agreement, no change or modification of this agreement shall be valid unless it be in writing and signed by each party.
- 11.3 This Agreement shall not be assigned by the Renter without the consent in writing of the Library which consent shall not be unreasonably withheld.
- 11.4 Time shall in every respect be of the essence in this Agreement.
- 11.5 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 11.6 All covenants and agreements herein, and rights granted to either of the parties, shall extend to and be binding on the heirs, executors, administrators, successors and assigns of the parties.
- 11.7 The Renter hereby acknowledges having read this Agreement and agrees to be bound by all the covenants, agreements, Terms and Conditions on any attachments or schedules hereto.

## **12. CONFIDENTIALITY STATEMENT**

**Clients are advised that personal information may be used, by authorized staff only, for Library fund-raising purposes. No confidential client information will be disseminated to another agency or individual.**

### **SCHEDULE "A" RULES AND REGULATIONS FOR USE OF LONDON PUBLIC LIBRARY PREMISES**

### ***Physical Facilities & Equipment***

1. The Renter shall not allow any adhesive devices, including and not limited to any forms of tape, nails, tacks, screws or similar articles to be driven into or placed in any part of the Premises or affix any items to the walls of the Premises except as agreed to in writing by the Library.
2. Decorations, advertising or signs shall not be placed in the vestibules and halls, lobbies or outside of the Premises, without the written permission of the Library.
3. All set-up and dismantling of equipment, sets, other items must occur during the Rental Period only.
4. The Renter shall perform no construction inside the Premises. The Renter shall ensure that no quantities of dust, including but not limited to sawdust, be created during the installation/setup of any set/display for the Event.
5. Any special equipment brought in for an Event by the Renter must be approved for use by the Library at least forty-eight (48) hours prior to the Rental Period and must be removed by the end of the Rental Period.
6. The Renter shall leave the Premises in the same condition and state of repair as received, save and except normal wear and tear. The Renter shall not remove or change the location of any stage rigging, equipment or furniture without the prior written consent of the Library. Such work as aforesaid shall be carried out at the expense of the Renter and under the supervision of the Library.
7. Prior to the Rental Period, the Library agrees to provide the Renter with the opportunity to inspect the Premises and equipment located therein for any prior damage. The Renter shall notify the Library of any such damage at the time of inspection in order that the Renter not be held responsible for such damage.
8. No shipments or deliveries of any kind shall be accepted by the Library unless the Renter is present to accept the same. Written authorization must be obtained from the Library to make special delivery, pickup and storage arrangements prior to, during and following the Rental Period. Charges may apply.

### ***Safety and Security***

9. The Renter shall be solely responsible and liable for equipment or personal property of the Renter or any person attending at the Premises during the Rental Period and any loss or damage thereto.
10. The Renter shall be solely responsible for providing and assembling all necessary set/display material for the Event.
11. The Renter shall not obstruct any portion of the fire exits, entries, halls, stairs or ways of access to the public utilities of the Premises or the Building.
12. Without limitation, all scenery, stage equipment, fabrics, props and effects shall be properly fireproofed and meet applicable fire safety codes. The Renter shall use no open flames or any solid or liquid substance of an explosive or highly inflammable or noxious nature or any pyrotechnic materials anywhere in the Premises.
13. The Renter shall be fully responsible and liable for the character, acts and conduct of all persons admitted to the Premises by or with the consent or acquiescence of the Renter or of any person acting for or on behalf of the Renter. The Renter shall be solely responsible to ensure that all persons admitted to the Premises by the Renter abide by the Library's *Charter of Library Use*.
14. The Renter shall be solely responsible to ensure that the Event ends and all persons vacate the Premises at the time stated in the Agreement. Library staff and security personnel have the authority to clear the Premises and the Building at closing times and to summon assistance in case of problems.

### ***Permits and Licences***

15. The Renter shall procure at their own expense all licenses, permits and royalties complying with enactments of Federal, Provincial or Municipal authorities, which may be required for the Event or wherever such licences are required.

### ***Generalities***

16. The Renter shall not bring or keep any animal or animals, except service animals, in the Premises or allow the same to be brought or kept in the Premises without the written consent of the Library.
17. The Renter shall not use the name and/or marks of the Library, except to the extent necessary to communicate the location of the Event. The names of all organizations or individuals holding the Event must be clearly specified in all advertisements of the Event. The Renter must ensure that the phone number of the organization or of an individual is listed as a source for further information in all advertisements of the Event.
18. These rules and regulations are subject to change at any time by the Library upon notice.