

LONDON PUBLIC LIBRARY - TERMS AND CONDITIONS for USE of Meeting & Event Space

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

1. GRANT OF LICENSE

- 1.1 The London Public Library (Library) grants to the Client a license to use the Facilities during the Contract Period for the Event.
- 1.2 The Client covenants and agrees to accept and use the Facilities in the Library Contract (Contract) and subject to these Terms and Conditions.
- 1.3 The Client, having requested the facilities, expressly acknowledges that the Client has informed itself as to the suitability of the same for the Event. The Client accepts the Library and the facilities, without any obligation of London Public Library to alter or make changes in any of its physical facilities.

2. RENTAL FEES

- 2.1 The Client shall pay to the Library all the Rental Fees (Rental Fees and other amounts) on the date stated in the Contract.
- 2.2 Room rental rates and service fees are subject to change at any time without notice.
- 2.3 Delinquent accounts may be referred to the Library's collection agency or other legal remedy.
- 2.4 The Client will provide the Library with the Deposit concurrent with the signing of the Contract. The Library shall retain the Deposit as security for the payment of the Fees and all other amounts for which the Client is or may become liable hereunder.

3. SERVICES AND EQUIPMENT

- 3.1 a) The Client 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 Facilities. The Library reserves the right to approve or deny a set/display design submission. Note that furniture set-up is provided only for Facilities located at the Central Library. At other Library locations the client is responsible for their set-up.
b) The Client shall not permit the maximum occupancy for the Facilities to be exceeded.
- 3.2 Parking: the Library shall not provide any reserved parking spaces.
- 3.3 Security: the Library may in its sole discretion require security at the Client's cost depending on the timing, size and type of function.
- 3.4 Cleaning and Damages: the Client shall keep the Facilities clean and safe of debris at all times during the Contract period. Should the Library determine that the Facilities require more than regular cleaning after the event, additional charges will be invoiced to the Client.
- 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 Client shall meet all requirements of the City of London's Alcohol Risk Management Policy and applicable laws. See: https://london.ca/sites/default/files/2020-09/Alcohol%20Policy_1.pdf
- 3.6 Food and Beverages: Food and beverages may be provided 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 Facilities Regulation. See: <http://www.ontario.ca/laws/statute/90h07>
- 3.7 Internet Services: The Client 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. See: <http://www.londonpubliclibrary.ca/sites/default/files/InternetServicePolicy.pdf>
- 3.8 Ticketing & Box Office Services: Ticketed events in the Wolf Performance Hall, may be handled through The Wolf Performance Hall Box Office, Meetings & Event Services Department and the authorized online ticket sales platform.
- 3.9 External AV suppliers may not be permitted to operate in Library spaces, including the Wolf Performance Hall.

4. INSPECTION

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

5. EJECTION

The Library reserves the right to eject or require the Client to eject any objectionable person or persons from its Facilities. In the event of the exercise of this right by the Client or the Library or agents, the Client hereby waives any right and all claims for damages from the Library.

6. ADVERTISING, SIGNAGE AND IMPLIED ENDORSEMENT

- 6.1 Use of the Facilities does not imply endorsement by the Library of the aims, policies, or activities of the Client. The Client must not in any way imply or suggest Library endorsement of the Client 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 Client at its own expense. The Library does not provide free space in Library publications for the Client's Event. 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.
- 6.3 The Client must abide by London Public Library branding specifications. Any promotional materials produced by the Client which include the London Public Library's or Sub Brand's logos, must have prior approval.

7. CLIENT'S WARRANTIES AND REPRESENTATIONS

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

- 7.1 That neither the Client's use of the Facilities nor any other matter or thing in any way connected with the Client's activities during the Contract 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.
- 7.2 That the Client shall not use or permit the use of the Facilities nor do or permit anything to be done in or about the Facilities 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.
- 7.3 That the Client shall comply with and abide by those rules and regulations attached as Schedule "A" to these Terms and Conditions.
- 7.4 That the Client 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 Facilities and all terms and provisions of any covenants by which the Library is bound with respect to the use and occupation of the Facilities.
- 7.5 All personnel, staff or services being provided by the Client (and subject to the consent of the London Public Library) shall be the sole responsibility of the Client. The Client shall ensure that all personnel engaged by, or on behalf of, the Client shall be covered by the Workplace Safety and Insurance Act and any other currently applicable legislation. The Client shall ensure that the engagement and the actions of the Client's personnel will not lead to any labour dispute or disruption involving such personnel or any other personnel engaged at the London Public Library. Any personnel who are the responsibility of the Client and who are, or become, unsatisfactory to the London Public Library shall be promptly removed from the Facility by the Client at the London Public Library's request without the Client having any claim or recourse against the London Public Library for any loss, costs, damages or expenses incurred or suffered by the Client by or as a result of such removal.

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 Facilities are located unless due solely to the negligence of the Library; and
- b) any interference or inconvenience caused by damage to the Facilities or the Building or by repairs or replacements thereto or by failure or interruption in the supply of water, electricity, HVAC, internet or any other facility service or utility.

9. MISCELLANEOUS

- 9.1 **First Right of Refusal.** Should the library receive an inquiry for spaces and times that are booked by another client, the Library will give the original client the first right of refusal. The original client will be required to confirm the booking by signing the contract including any deposit(s) within one business day of notification. Subsequent to the deposit, the standard payment schedule will apply. If the original client does not confirm within the required time, the space will be released. The Library will execute a new Contract which will be required to be signed back including the applicable deposit(s) within one business day. Subsequent to the deposit, the standard payment schedule will apply.
- 9.2 The relationship between the Library and the Client is solely that of an operator and a party contracted for temporary use of the Facilities and the same shall not constitute the Client as a tenant, agent, servant, employee or representative of the Library, nor shall the same constitute the Client as a partner or joint venturer with the Library.
- 9.3 No confidential client information will be disseminated to another agency or individual.
- 9.4 The London Public Library restricts the delivery of any goods prior to or following an event. Please consult with the Meetings & Event Services Department prior to making any arrangements.

SCHEDULE "A"
RULES AND REGULATIONS FOR USE OF
LONDON PUBLIC LIBRARY Facilities

Physical Facilities & Equipment

1. The Client 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 Facilities or affix any items to the walls of the Facilities 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 Facilities, without the written permission of the Library.
3. All set-up and dismantling of equipment, sets, other items must occur during the Contract Period only.
4. The Client shall perform no construction inside the Facilities.
5. Any special equipment brought in for an Event by the Client must be approved for use by the Library at least forty-eight (48) hours prior to the Contract Period and must be removed by the end of the Contract Period.
6. The Client shall leave the Facilities in the same condition and state of repair as received, save and except normal wear and tear. The Client 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 Client and under the supervision of the Library.
7. Prior to the Contract Period, the Library agrees to provide the Client with the opportunity to inspect the Facilities and equipment located therein for any prior damage. The Client shall notify the Library of any such damage at the time of inspection in order that the Client not be held responsible for such damage.

Safety and Security

8. The Client shall be solely responsible and liable for equipment or personal property of the Client or any person attending at the Facilities during the Contract Period and any loss or damage thereto.
9. The Client shall be solely responsible for providing and assembling all necessary set/display material for the Event.
10. The Client shall not obstruct any portion of the fire exits, entries, halls, stairs or ways of access to the public utilities of the Facilities or the Building.
11. Without limitation, all scenery, stage equipment, fabrics, props and effects shall be properly fireproofed and meet applicable fire safety codes. The Client 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 Facilities.
12. The Client shall be solely responsible to ensure that the Event ends and all persons vacate the Facilities at the time stated in the Agreement. Library staff and security personnel have the authority to clear the Facilities at closing times.

Permits and Licences

13. The Client 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.
14. Socan/Re:Sound: Client shall advise and confirm with the Library all arrangements for music, entertainment, DJ's, or any other entertainment services prior to completing the Contract. SOCAN (Society of Composers, Authors and Music Publishers of Canada) and Re:Sound fees will be applied for the use of any music, both live and recorded. Fees will be determined and applied according to all copyright laws and the established SOCAN and Re:Sound tariffs.

Generalities

15. The Client shall not bring or keep any animal or animals, except service animals, in the Facilities or allow the same to be brought or kept in the Facilities without the written consent of the Library.
16. The Client 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.
17. These rules and regulations are subject to change at any time by the Library upon notice.