

POL-PUB.2018.86 Title: *Room Rentals*



Type: Public Usage Policy
Authority: CEO
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POL-SYS.2018.89
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PUB 2018.86.1 Policy Purpose

The purpose of this policy is to establish guidelines and conditions for the public use and rental of Blue Mountains Public Library (BMPL) spaces in a fair, equitable, safe, and responsible manner.

PUB 2018.86.2 Scope

This policy applies to BMPL staff, volunteers, and all individuals, groups, or organizations using BMPL spaces or facilities.

PUB 2018.86.3 General Principles

1. BMPL spaces and equipment may be made available for public use, rental, or community access, subject to availability, operational requirements, and this policy.
2. As a public institution committed to intellectual freedom, the BMPL supports equitable access to shared community spaces for lawful expression, discussion, learning, and civic engagement. Access to BMPL spaces will not be denied solely because of the beliefs, opinions, affiliations, identities, or viewpoints of individuals or groups using the space.
3. Use of BMPL spaces does not constitute endorsement by the BMPL of the views, opinions, activities, products, services, or beliefs of any individual or organization.
4. BMPL may deny, restrict, or cancel use of a space where the proposed activity:
 - 6.1. Violates Board policy or applicable legislation;
 - 6.2. Promotes or incites discrimination, hatred, violence, or unlawful activity;
 - 6.3. Poses a risk to the safety of individuals, collections, equipment, or facilities;
 - 6.4. Substantially interferes with BMPL operations or public access to services; or
 - 6.5. Is inconsistent with the intended use of the space.
5. Room bookings may not be used primarily for secondary commercial purposes, including lead generation, client recruitment, sales solicitation, or directing participants to external commercial services or events, unless expressly authorized by the BMPL.
6. BMPL reserves the right to prioritize BMPL operations, programs, partnerships, and events over external bookings and rentals.
7. Individuals or groups whose previous use resulted in damage, policy violations, unsafe conduct, harassment, or unpaid fees may be denied future access to BMPL spaces.

PUB 2018.86.4 Bookable Spaces

1. The following spaces may be made available for public rental or booking, subject to operational requirements and availability:
 - L.E. Shore Memorial Library Boardroom
 - L.E. Shore Memorial Library Gallery

2. Capacity limits established through fire, building, and safety regulations must be observed at all times.
3. All bookings are subject to completion of the required rental agreement and applicable terms and conditions.

PUB 2018.86.5 Non-Bookable and Shared Public Spaces

1. Certain areas are not available for advance reservation or exclusive use. These spaces may include, but are not limited to:
 - The Story Tower
 - Study carrels and study seating
 - Reading and lounge areas
 - Public seating areas
 - Fireplace seating areas
 - Open collaborative spaces
2. Shared public spaces operate on a first-come, first-served basis and must remain accessible to all users.
3. BMPL reserves the right to limit activities occurring in non-bookable spaces where the activity:
 - Disrupts operations or public use;
 - Creates excessive noise or congestion;
 - Blocks access routes or emergency exits; or
 - Conflicts with Board policies or applicable legislation.

PUB 2018.86.6 Booking Procedures and Fees

1. Rental fees, deposits, and applicable charges shall be established by the BMPL and reviewed periodically.
2. Additional fees may apply where staffing, technical support, security, specialized setup, or cleanup are required.
3. Reservations should be requested a minimum of two (2) weeks in advance whenever possible.
4. Recurring or long-term bookings may be reviewed periodically to ensure equitable public access to BMPL spaces.
5. Payment must be received in accordance with the rental agreement unless otherwise approved by the CEO or designate.
6. Cancellation timelines and refund eligibility shall be outlined within the rental agreement.

PUB 2018.86.7 Room Setup and Use

1. Renters are responsible for leaving spaces in a clean and orderly condition.
2. Furniture, equipment, and room layouts must be returned to their original configuration unless otherwise approved by BMPL staff.
3. Decorations, displays, signage, or materials may not be attached to walls, windows, furnishings, or fixtures in a manner that may cause damage.
4. Additional cleaning, repair, restoration, or damage-related costs may be charged to the renter.
5. BMPL reserves the right to restrict room setup requests that create safety, accessibility, or operational concerns.

PUB 2018.86.8 Liability and Responsibility

1. Individuals and organizations using BMPL spaces are responsible for the conduct and supervision of participants attending their event or activity.
2. Renters assume responsibility for any loss, damage, or injury arising from their use of BMPL spaces, equipment, or facilities.

3. BMPL is not responsible for lost, stolen, or damaged personal property or materials brought into BMPL facilities.
4. Proof of liability insurance may be required where deemed necessary by the CEO or designate.
5. Renters agree to indemnify and hold harmless the BMPL, its Board, employees, volunteers, and agents from claims, damages, liabilities, costs, or expenses arising from the use of BMPL spaces or facilities.

PUB 2018.86.9 Accessibility and Inclusion

1. BMPL is committed to providing welcoming and accessible public spaces.
2. Individuals requiring accommodation are encouraged to contact the BMPL in advance to discuss available supports or arrangements.
3. Service animals, as defined by the *Accessibility for Ontarians with Disabilities Act (AODA)*, are permitted in all publicly accessible areas of BMPL facilities.
4. Other animals may only be permitted:
 - 4.1. As part of an authorized BMPL program or event;
 - 4.2. With prior approval from the CEO or designate; or
 - 4.3. Where otherwise permitted by law.
5. Approved animals must always remain under the care and control of their handler and may be excluded where health, safety, or operational concerns arise.
6. The BMPL will make reasonable efforts to provide accommodations in accordance with the *AODA* and the *Ontario Human Rights Code*.

PUB 2018.86.10 Food, Alcohol, and Prohibited Activities

1. Food and non-alcoholic beverages may be permitted in designated spaces, subject to cleanup requirements and staff approval.
2. Alcohol may only be served where prior approval has been granted and all legal requirements, permits, and licenses have been obtained.
3. Smoking, vaping, and prohibited substances are not permitted where prohibited by law.
4. Illegal activity is strictly prohibited within BMPL facilities and on BMPL property.

PUB 2018.86.11 Access and Oversight

1. BMPL employees or authorized representatives may enter or monitor booked spaces at any time to ensure compliance with BMPL policies, safety requirements, and applicable legislation.
2. Failure to comply with staff direction or policy requirements may result in immediate termination of the booking or removal from the premises.

PUB 2018.86.12 Medium and High-Risk Events

1. BMPL may require additional information for proposed events that may present elevated operational, safety, or security concerns.
2. Events may be considered medium or high-risk where factors include but are not limited to:
 - 2.1. Large, anticipated attendance;
 - 2.2. Planned or anticipated protests or demonstrations;
 - 2.3. Events involving sexually explicit or violent content;

- 2.4. Heightened safety or security concerns; or
- 2.5. The anticipated need for security personnel or police presence.
- 3. Where appropriate, the BMPL may consult with relevant parties, including security personnel, emergency services, municipal partners, or the Board Chair regarding operational or safety considerations associated with an event.
- 4. BMPL may impose reasonable conditions on the use of a space for medium or high-risk events, including requiring:
 - 4.1. Additional staffing or security measures;
 - 4.2. Proof of insurance;
 - 4.3. Compliance with safety plans or occupancy limits; or
 - 4.4. Reimbursement of costs associated with required security or operational supports.
- 5. Decisions regarding room rentals will be made in accordance with applicable legislation, including the *Canadian Charter of Rights and Freedoms*, the *Ontario Human Rights Code*, and the *Occupational Health and Safety Act*.

PUB 2018.86.13 Challenges to Room Rental Decisions

- 1. Individuals or organizations with concerns regarding a room rental decision are encouraged to first discuss the matter with BMPL staff.
- 2. If concerns remain unresolved, a formal request for reconsideration or appeal may be submitted in writing to the Library CEO.
- 3. In reviewing concerns or appeals, the BMPL will consider:
 - 3.1. Applicable legal rights and obligations;
 - 3.2. *Code of Conduct* and relevant Board policies;
 - 3.3. Requirements under applicable legislation, including the *Criminal Code of Canada*;
 - 3.4. Principles of procedural fairness and due diligence; and
 - 3.5. The importance of maintaining an environment free from discrimination, harassment, intimidation, and violence.

PUB 2018.86.14 Equipment Use

- 1. Equipment made available by the BMPL is for onsite use only unless otherwise authorized.
- 2. Users are responsible for ensuring equipment is used appropriately and returned in good condition.
- 3. Additional conditions or fees may apply to the use of BMPL equipment or technology.

PUB 2018.86.15 Showcases and Display Spaces

- 1. BMPL may make designated showcases, display cases, or exhibition spaces available for public use.
- 2. Priority may be given to:
 - 2.1. Gallery, library, archive, museum, and community-related displays;
 - 2.2. Exhibitions associated with BMPL programming or partnerships; and
 - 2.3. Exhibitions coordinated through the Arts & Culture Council or approved community partners.
- 3. BMPL reserves the right to refuse, remove, or discontinue displays that:
 - 3.1. Violate Board policy or applicable legislation;
 - 3.2. Present safety or security concerns;

- 3.3. May damage BMPL property or facilities; or
- 3.4. Substantially interfere with the shared public use of the space.
- 4. Installation, maintenance, and removal of display materials are the responsibility of the exhibitor unless otherwise arranged with BMPL staff.
- 5. The sale of displayed items may be permitted with prior approval from the CEO or designate and may be subject to commissions, fees, or additional conditions established by the BMPL.
- 6. BMPL does not provide insurance coverage for exhibited materials, artwork, merchandise, or personal property and is not responsible for loss, theft, or damage.
- 7. Display bookings may be cancelled in accordance with applicable agreements or procedures.