

Board Motion Number:	2024-14	Date of Review:	2028
Date Approved:	March 19, 2024	Chairperson's signature:	Julia Harris, Chair

LIBRARY ROOM USE POLICY

BACKGROUND

Oxford County Library's physical spaces, including meeting rooms, are community assets that exist to support the Library's vision and mission.

Library spaces bring together the resources of the Library and the activities of the community for educational, cultural, civic, recreational and charitable purposes.

The Library's meeting rooms and branch spaces are primarily used for library-related services, programs and meetings. Once those needs are met, the spaces may be available to organizations and groups.

The Oxford County Library believes that it is the responsibility of public institutions, including public libraries, to support a society that respects diversity, fosters social inclusion and is guided by democratic values.

The Library values intellectual freedom and believes that freedom of expression and access to ideas and information are essential to the health and development of a democratic society. As such, the Library acknowledges that library spaces may be used by those who express ideas that may be contrary to Oxford County Library's vision and values. Offering library spaces for rental by the public does not imply that the Library endorses or agrees with the aims, policies, or activities of any group or individual using the space; or with any of the ideas, messages or information they may express.

PURPOSE

Under the authority of the *Public Libraries Act*, R.S.O. 1990, c. P.44. and subject to the approval of the CEO/Chief Librarian, library spaces may be rented by groups or organizations as set out in this policy.

This policy identifies the guidelines under which the Oxford County Library spaces may be made available to the public, and to outline the conditions and priorities for use of community and event spaces available to rent from the Library.

This policy does not include guidelines for study room use within a library branch during open hours.

PROCEDURES

Definitions

The following definitions shall apply for the purpose of this policy:

1. **Charitable Organization:** A group that is registered with the Canada Revenue Agency as a charity, and which has a valid Charitable Registration Number.
2. **Commercial Organization:** Organizations and individuals engaged in the sale of goods or services for the purpose of earning a profit.

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3. **Community Partner:** The various organizations, municipalities, agencies or individuals with which the Library has entered into a partnership for the purpose of pursuing mutual interests with the shared goal of enhancing the quality of life for the residents of Oxford County.
4. **Co-Sponsored Program:** A program that is developed and delivered with a community partner.
5. **Non-Profit Group:** A group or organization whose primary function is participation in a specified recreational, cultural or community service interest; and whose primary function is service to the community at large through support of a shared interest. The Library reserves the right to ask for proof of not-for-profit status.

General Guidelines

Types of Rentals and Prioritization

1. The primary purpose of the spaces operated by the Library is to facilitate the delivery of library services; as such, the Library has priority over all other uses for any purpose.
2. Library spaces will be made available to renters during times when they are not required by the Library.
3. Priority for use of designated spaces will be as follows:
 - a. Library and co-sponsored programs, meetings and events
 - b. Library-related groups and community partners
 - c. Oxford County or Area Municipal departments, agencies and boards
 - d. Non-profit community groups and organizations
 - e. Charitable organizations
 - f. Others, including commercial organizations
4. Library spaces are not made available for the following:
 - a. Trade exhibitions
 - b. Religious services
 - c. Direct sales
 - d. Or for programs that are not suited to the physical facilities and limitations of the space

When special circumstances apply, a request may be made in writing to the CEO/Chief Librarian.

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Terms and Conditions

1. Library spaces shall not be used for any activity which violates the *Criminal Code of Canada* or contravenes the *Ontario Human Rights Code, 1990* or the *Canadian Charter of Rights and Freedoms, 1982*. Federal, Provincial and Municipal legislation and regulations must be observed at all times. The Library reserves the right to monitor any meeting held in its facilities to determine compliance.
2. The CEO/Chief Librarian, or designate, authorizes the use of all library spaces under this policy.
3. The Library, in its sole discretion, reserves the right to accept or refuse a reservation, or to cancel a booking or terminate any rental agreement for the following reasons:
 - a. The renter's aims contravene Municipal, Provincial or Federal legislation and/or regulations.
 - b. The renter has misrepresented its aims or intentions with the booking or any information provided as part of the *Room Rental Application and Agreement Form*.
 - c. There is a likelihood of physical danger to participants / audience or misuses of the property or equipment.
 - d. The renter has previously misused the premises or other Library, County or Area Municipal facilities or has failed to pay any fees owing to the Library.
4. If the Library is unable to provide the premises for the renter's use due to matters beyond the Library's reasonable control, including but not limited to damage to the premises or labour disruption, the booking shall be terminated and the renter shall be entitled to a refund of fees paid to the Library. The renter shall waive any claims for damages or compensation on such account other than the refund referred to above.
5. Commercial Organizations, as defined above, may rent library space for a maximum of two hours per day. Extended commercial use requests must be provided in writing to the CEO/Chief Librarian.
6. Groups that use an established space in a library branch on an on-going basis may apply to the CEO / Chief Librarian to be considered "tenants." Tenants are managed through specific agreements approved by the CEO/Chief Librarian.
7. Approval from the CEO / Chief Librarian is required prior to start of the booking in order to sell goods and/or services.
8. Renters must follow all rules as described in the *Oxford County Library Room Rental Application and Agreement Form*, Appendix A to this policy.

Fee Structure

1. Rental fees are detailed as part of the Oxford County Fees and Charges By-Law and are subject to change annually. <https://www.oxfordcounty.ca/en/your-government/fees-and-charges.aspx>

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2. Fees must be paid at the time of booking by cash, cheque or by credit card (at branches that are able to process payment in this manner).
3. Payment of fees confirms that the renter agrees to the terms and conditions outlined in this policy and in the *Room Rental Application and Agreement Form*.
4. The CEO / Chief Librarian may waive all or partial rental fees in the following situations:
 - a. The renting organization is a non-profit organization providing benefit to the local community.
 - b. The use for which the library space is being rented is compatible with the Library's mission and vision.
 - c. No admission fee will be charged by the renting organization.
5. Room Rental fees will automatically be waived for organizations which have entered into a partnership with the Library or where the Library is co-sponsoring a program with the organization.

References and Related Documents:

Oxford County Library

Oxford County Library. (2023, May). *Code of Conduct*

Oxford County Library. (2024, March). *Room Rental Application and Agreement Form* (Appendix A to this policy)

Oxford County Library. (2024, March). *Oxford County Library Strategic Plan 2024-2028*.

Position Statements

Canadian Federation of Library Associations. (2019, April). *Statement on Intellectual Freedom and Libraries*. CFLA-FCAB. <http://cfla-fcab.ca/en/guidelines-and-position-papers/statement-on-intellectual-freedom-and-libraries/>

Ontario Library Association. (2020, January). *Statement on Intellectual Freedom and the Intellectual Rights of the Individual*. OLA: Ontario Library Association. https://accessola.com/wp-content/uploads/2020/08/2020_OLAIIntellectualFreedomStatement.pdf

Legislation

Canadian Charter of Rights and Freedoms, Part 1 of the *Constitution Act*, 1982, being Schedule B to the *Canada Act 1982* (UK), 1982, c.11, s. 2(b) and s. 7.

Criminal Code, R.S.C., 1985, c. C-46.

Human Rights Code, R.S.O. 1990, c. H. 19.

Public Libraries Act, R.S.O. 1990, c. P. 44.

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Appendix A:

Room Rental Application and Agreement Form

All organizations or persons renting a library space must agree to abide by the following:

1. Oxford County Library Code of Conduct
2. Oxford County Library Room Use Policy
3. Rules for Use for Rental of Library Spaces, page two of this document.

Use of a library space by an organization or person constitutes an agreement to abide by all rules as outlined in the documents referenced above regardless of whether or not the organization or person signs a copy of the rental application. The County and Library assume no responsibility for any loss, damage, or injury suffered by persons on library premises.

The renter shall pay for all damages to the property arising from the use of the facility, noted in this agreement, where the renter is deemed responsible.

Name of Applicant: _____

Organization Applicant Represents: _____

Telephone: _____

Email: _____

Mailing Address:

Purpose of Rental: _____

Branch / Room to be Rented: _____

Date Space is Required: _____

Month/Day/Year

Start Time:

From

AM PM

Finish Time:

To

AM PM

Fee:

To Be Completed by the Library

Signatures:

As part of the consideration for the Library renting the space to the named individual or organization, I, personally, and jointly and severally, agree to indemnify and hold harmless, the County and Library from and against all loss, claims, actions, damages, liabilities, costs and expenses, including legal fees, in connection with personal injury, damage to property or any other loss or injury whatsoever arising from or out of any occurrence in, upon or at the rented facilities.

Applicant Date

Library Staff Date

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Rules for the Use of Library Rental Spaces

1. Smoking is prohibited on library premises.
2. Alcoholic beverages and/or illicit drugs must not be consumed or dispensed on library premises.
3. Food and beverages may be served by renters. Food preparation for events open to the public is subject to the provisions of the *Health Protection and Promotion Act of Ontario, Food Premises Regulations*. If you are planning to offer food and/or beverages, Southwestern Public Health must be notified. Notification can be done by completing the Special Event Vendor Notification Form. (<https://app.swpublichealth.ca/Forms/SpecialEventVendorNotificationForm>)
4. Keys to meeting rooms and/or library facilities are the property of the Oxford County Library. Renters must pick up key(s) from branch staff during library hours and provide the following information, if different than the applicant on the above form:
 - a) Name of individual receiving the key(s)
 - b) Telephone Number of individual
 - c) Mailing address of individual

Lost keys must be reported immediately to branch staff or Oxford County Library Administrative staff. A charge will be levied against the renter for lost key(s) in order to offset the costs of changing locks. Community groups or persons receiving keys to a space must not duplicate the key(s) and will return the key(s) either upon demand from library staff or at the conclusion of the space booking.

5. Persons renting library spaces are responsible for the setup and arrangement of the space. Renters shall access only those materials and furnishings as previously agreed upon. No bookshelves, desks, tables or other furnishings may be moved or other significant re-arrangements undertaken without permission of the Community Librarian or Branch Supervisor.
The Facility shall be returned to the same condition as found or the group or individual will be charged the cost of cleaning and/or repair and may be denied further permission to rent facilities for a specified period as determined by the CEO/Chief Librarian.
6. Renters shall not obstruct any portion of fire exits, entry halls or other ways of access to/from the premises.
7. Renters shall not affix any items to the walls of the premises; nor put up advertising signs or decorations in the library halls or entry ways without prior approval.
8. Storage space is not provided for community use. Request to store material on library premises must be made in writing and approved by the CEO / Chief Librarian. Said requests must be made annually and will only be approved for up to one calendar year. The Library assumes no responsibility for any loss or damage to materials stored on its premises.
9. The Library reserves the right to enter the premises at all times to ensure the use of the space conforms to all terms and conditions.
10. When functions terminate after library hours, the renter shall ensure that all directions for closing and securing the space are followed.
11. Use of the premises does not imply endorsement by the Oxford County Library of the aims, policies, or activities of the renter. Renters may only use the Library's name in promotional material to indicate the location of their event, unless the event is co-sponsored by the Library.
12. Renters shall be responsible for the conduct and supervision of all persons attending the space at the time of rental and shall see that all regulations contained in this agreement form, as well as the *Oxford County Library Code of Conduct* and *Library Room Use Policy* are strictly observed.

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13. Renters must advise the Library as soon as possible of the cancellation of a rental booking.
14. These rules are subject to change at any time by the Oxford County Library.