

# **FACILITIES USE POLICY**

**Policy level:** Library Board

**Author:** Director of Library Services

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## **Overview**

The SDG Library recognizes that, in many of our communities, the Library branch facility is the only public space in which groups and individuals may gather for meetings, presentations or other programs. As a way of supporting our mission, 'Connect. Create. Explore.', the Stormont, Dundas and Glengarry County Library welcomes the use of its facilities within the guidelines that accompany this policy, and with the understanding that doing so does not constitute and endorse the individual's or group's policies or beliefs by the Library.

## **Service Priority**

Space in the Library's branches is limited. Consequently, restrictions to ensure that there is no interference with the normal day-to-day operation of the branch, as well as staff and patron safety will apply when considering requests for facility use.

First priority in the use of SDG Library space will always be given to Library-sponsored programs, and to programs held in cooperation with the Library. Approval of non-Library events/programs will be made only if there is time and space available in the facility requested.

## **General Guidelines**

1. Application to use SDG Library space may be made up to three (3) months in advance.
2. Applicants must complete a Facilities Use Request form ([sdglibrary.ca/meeting-rooms](http://sdglibrary.ca/meeting-rooms)). Forms may be submitted at any branch, or sent to SDG Library Administration. Room booking fees, if applicable, are payable at this time. All for-profit groups will be assessed a room booking

- fee, as per the Library's Fines & Fees Schedule, payable to the SDG Library. This fee is refundable only if the Library cancels the booking.
3. If it becomes necessary, the Library reserves the right to cancel or re-schedule use of a meeting space.
  4. Requests for space at locations lacking separate meeting rooms will be dealt with on a case-by-case basis.
  5. In order to allow various groups to have an opportunity to use Library meeting space, groups may only use the Library once per month for meeting purposes. Repetitive use, other than by the Library, will be reviewed on a routine basis.
  6. Successful applicants are responsible for their exhibits, equipment, materials or other items.
  7. Authorization for Library facility use does not include the use of staff time other than to provide access to the meeting area.
  8. All meeting participants are expected to respect this policy's guidelines and the Library's Rules of Conduct Policy.
  9. Activities taking place, statements being made, or positions being taken during non-Library events do not necessarily reflect the opinions or values of the Stormont, Dundas and Glengarry County Library Board.
  10. No special privileges are extended to organizations to which staff members belong.
  11. Meetings are to be held within the Library's current hours of operation, or at the discretion of the Director of Library Services.
  12. Activities for minors must be supervised by responsible adults.
  13. Library facility users must agree to restore the area to the original clean condition.
  14. For outside events:
    - If used, portable toilets must comply with all laws and regulations currently in force
    - The applicant is responsible for providing proof of proper disposal of trash and debris in advance
    - Fires are prohibited

- Entrances and exits to grounds must not restrict the orderly flow of traffic.

## **Health and Safety**

The applicant must be present throughout the use period to ensure the safety and security of the attendees and of the Library facility, and to further ensure attendees observe this policy and the Library's Rules of Conduct Policy.

Tobacco, alcoholic beverages, illegal drugs, cannabis, vaping, weapons or other contraband are prohibited.

No lit candles or other open flames are permitted.

Exits must be kept unlocked at all times. Open aisles must be maintained within the seating arrangement to provide clear access to exits. Emergency Exits are not to be used except in cases of an actual emergency.

## **Liability**

1. Insurance – The lessee, at their own expense, shall maintain insurance requirements for the duration of the agreement as noted below:

Commercial General Liability issued on an occurrence basis for an amount of not less than \$5,000,000.00 per occurrence / \$5,000,000.00 annual aggregate for any negligent acts or omissions relating to their obligations under this Agreement. Such insurance shall include, but is not limited to: bodily injury and property damage including loss of use; personal injury; liquor liability (if applicable); contractual liability; premises, property & operations; non-owned automobile; broad form property damage; products; broad form completed operations; owners & contractors protective; occurrence property damage; employees and volunteers as Additional Insured(s); contingent employers liability; tenants legal liability – broad form; cross liability and severability of interest clause.

Such insurance shall add the United Counties of Stormont, Dundas & Glengarry and the SDG Library Board as Additional Insured subject to a waiver of subrogation. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Counties and the Board.

The Lessee shall be responsible for the physical damage to their property – failure to insure does not impose any liability on the Counties / Board.

Any applicable Deductible to any insurance coverage shall be the sole responsibility of the Named Insured and the additional Insured shall bear no cost towards such deductible.

The lessee shall provide the County / Board with a certificate of insurance evidencing coverage as noted above. Such policies shall not be cancelled, changed or lapsed unless the Insurer notifies the Township in writing at least thirty (30) days prior to the effective date of such cancellation, material change or lapse. The insurance policy will be in a form and with a company licensed to write business in the Province of Ontario and which are, in all respects, acceptable to the County / Board.

The County / Board reserves the right to assess exposures and add additional insurance requirements where deemed necessary.

In addition to General Insurance, the lessee shall provide evidence of WSIB or its equivalent.

2. Indemnification – The lessee agrees to defend, indemnify and save harmless the United Counties of Stormont, Dundas & Glengarry and SDG Library Board their elected officials, officers, employees and volunteers from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by lessee, their officers, employees, volunteers, agents, or others who lessee is legally responsible, in respect to this Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided to the County and Board in accordance with this Agreement, and shall survive this Agreement.

## **Publicity**

Groups may identify the Library and provide its address in their publicity as the meeting location, but they may not give out the library's telephone or fax number, or email address, or invite potential attendees to contact the Library for further information. Pre-approved posters may be placed in the Library to advertise meetings, provided they are given directly to staff for display. Unauthorized signs will be removed.

**Related Documents:**

**SDG Library. Rules of Conduct Policy, 2015**

**SDG Library. Fines & Fees (<http://sdglibrary.ca/membership>)**

**SDG Library. Facilities Use Request Form (<https://sdglibrary.ca/meeting-rooms>)**