

**Accessibility Statement:**

If you identify as a person with a disability, and require this document in an accessible format, please email [roombookingunit@tpl.ca](mailto:roombookingunit@tpl.ca) or call 416-397-5969, or use the online form at [tpl.ca/accessibility](http://tpl.ca/accessibility) to make a request.

**Community Room Rental Contract Terms and Conditions**

All parties that have rented a community room (the "Room") are subject to the following terms and conditions:

- 1. Booking Inquiry Form:** The Client confirms that all information contained in the Client's Community Room Rental Application Form and/or provided to Toronto Public Library (the "Library") staff related to this Event is accurate. The Client understands that any misrepresentation in the Client's Community Space Rental Application Form or to Library staff will provide the Library the right to terminate this Community Room Rental Contract (the "Contract") in accordance with section 13, Library's Right to Terminate.
- 2. Use of the Room:** The Library grants to the Client a non-exclusive right to use the Room and any equipment provided by the Library (the "Equipment") solely for the purposes of the Event, and on the dates and times stated in this Contract, as amended. The provisions of the Contract shall constitute the entire agreement between the Library and the Client. The Client shall not assign, license, or sub-license this Contract at any time without the prior written consent of the Library, which consent may be withheld in the sole discretion of the Library.
- 3. Rental Fee:** The Rental Fee set out in this Contract includes use of the inventory furniture available at the Room. Other furniture and equipment may be available for additional fees and will be identified in the Community Room Rental Confirmation Receipt.
- 4. Access to the Room:** The time booked to use the Room must include the time required to prepare the Room for the Event and return the Room into the same state the Client received the Room after the Event. The Client will not be provided access to the Room earlier than the scheduled start time stated in this Contract. If the Client uses the Room beyond the scheduled end time stated in

this Contract, the Client agrees to pay for the additional time spent in the Room at an hourly rate equal to the rental rate per hour. Failure to pay this additional charge may result in the Library denying future booking requests from the Client, in accordance with section 4.4(a)(iii) of the Library's [Community and Event Space Rental Policy](#).

5. **Confirmation of Booking:** The Client must provide a signed Contract and payment (or payment for the first booking if making multi-date bookings) to confirm the Room booking. The Library accepts most major credit cards. If scheduled payments for additional dates in a multi-date booking is not received by the Library on the first of the month in the month of the booking(s), the Client acknowledges that the Library may terminate this Contract. The Client hereby waives all claims for damages and all other rights and remedies should this Contract be so terminated.
6. **Client Cancellation Request:** The Client may cancel its booking at any time by providing written notice to the Library at the following email address [roombookingunit@tpl.ca](mailto:roombookingunit@tpl.ca) at least 30 days' ahead of the Event. In the event the Client cancels its booking, the Rental Fee will be reimbursed as follows:
  - (a) If less than 30 days' notice is provided to the Library, the Client will not receive a refund of any fees already paid to the Library for use of the Room. Upon notice of cancellation, any scheduled payments pending in a payment plan will be processed and charged to the credit card associated with the booking.
  - (b) If more than 30 days' notice is provided to the Library, the Library will refund the Client any fees already paid to the Library for use of the Room, less an administrative fee of \$20.00 for EACH non-profit booking and \$40.00 for EACH commercial booking. Any scheduled payments pending in a payment plan will be canceled, less an administrative fee of \$20.00 for EACH non-profit booking and \$40.00 for EACH commercial booking which will be charged to the credit card associated with the booking.

The Library will consider the date of cancellation the date when the Library receives written notice of the Client's cancellation request to the email address noted above.

- 7. Client Rescheduling Requests:** If the Client needs to reschedule its booking, the Client must provide written notice to the Library at the following email address [roombookingunit@tpl.ca](mailto:roombookingunit@tpl.ca) at least fourteen (14) days' ahead of the Event for bookings taking place within Library branch opening hours or twenty-one (21) days' ahead of the Event for bookings taking place outside of Library branch opening hours. If the Library is able to accommodate the request, the Client must pay the additional fee prior to the Event as follows.
- (a) If less than fourteen (14) days' notice is provided to the Library (for bookings within Library branch opening hours) or less than twenty-one (21) days' notice is provided to the Library (for bookings outside of Library branch opening hours), the Client will be charged the following:
    - i. Adding time – the Client will be charged the cost for the new booking times;
    - ii. Reducing time – the Client will not receive a refund of any fees already paid to the Library for use of the Room;
    - iii. Date(s) change – the Client will not receive a refund of any fees already paid to the Library for use of the Room;
    - iv. Location(s) change - the Client will not receive a refund of any fees already paid to the Library for use of the Room.
  - (b) If more than fourteen (14) days' notice is provided to the Library (for bookings within Library branch opening hours) or more than twenty-one (21) days' notice is provided to the Library (for bookings outside of Library branch opening hours), the Client will be charged the following:
    - i. Adding time – the Client will be charged the cost for the new booking times;
    - ii. Reducing time – the Client will be refunded the cost of the booking less an administrative fee of \$20.00 for non-profit booking and \$40.00 for commercial booking per EACH change requested (not per each date changed);
    - iii. Date(s) change – the Client will be charged an administrative fee of \$20.00 for non-profit booking and \$40.00 for commercial booking per EACH change requested (not per each date changed);
    - iv. Location(s) change – the Client will be charged an administrative fee of \$20.00 for non-profit booking and \$40.00 for commercial booking per EACH change requested (not per

each location changed).

The Library will confirm the Client's requested cancellation or rescheduling via email at the email address included in the Contract.

- 8. Room Set-Up:** The Client is solely responsible for the set-up of the Room and Equipment for the Client's Event. The Client understands that Library staff will not be available to provide assistance to the Client to set-up the Room.
- 9. Care of the Room:** The Client acknowledges that the Room is in a good state of condition and repair and equipped for its purposes. The Client covenants and agrees to leave the Room and the Equipment and furnishings therein in their original state, and remove any additional equipment or effects which may be brought into the Room by the Client or any of its employees, agents, volunteers, subcontractors, invitees, or guests attending the Event.
- 10. Damage to the Room:** If the Room or Equipment is damaged by any act, omission, default, or negligence of the Client, or of the Client's agents, employees, volunteers, subcontractors, invitees, guests, or any person admitted to the Room by the Client, the Client shall pay to the Library upon demand such sum as shall be reasonably necessary to restore the Room to the condition that existed prior to the occurrence of such damage. The Client hereby assumes full responsibility for the acts and conduct of all invited guests admitted to the Room, or any person acting for or on behalf of the Client. The Client is not responsible for the acts and conduct of Library staff during an Event. Failure to pay this sum may result in the Library denying future booking requests from the Client in accordance with section 4.4(a) (iii) of the Library's [Community and Event Space Rental Policy](#).
- 11. Rules of the Room:** The Client acknowledges and agrees to abide by the following rules:
  - (a) Smoking is not permitted inside the Library.
  - (b) All decorations must be free-standing and nothing may be attached to any walls, doors or ceiling.
  - (c) Smoke/fog machines, stickers, sparkles, and confetti, including rice, are not permitted.
  - (d) Open flames, fires and fireworks are not permitted

- (e) Food and beverage heating equipment, including kettles, coffee pots and food warmers are not permitted.
- (f) Alcohol is not permitted in community rooms during library hours. Exceptions for after-hours events may be considered on a case-by-case basis and must receive prior approval from a designated library representative.
- (g) TPL does not regulate or oversee food provided by renters in community space rentals. Renters in community spaces are solely responsible for food safety and compliance with public health regulations.
- (h) Storage for Event related material prior to or following the Event is not permitted.

**12. Conditions of Use:** In accordance with section 4.3 of the Library's [Community and Event Space Rental Policy](#), the Client understands and agrees to the following conditions of use for the Room:

- (a) Permission to use the Room does not imply any endorsement of the aims, policies or activities of any group or individual;
- (b) The Event must be conducted in a manner consistent with the Library's Rules of Conduct, and according to the Terms and Conditions, as they may be amended from time-to-time;
- (c) The primary purpose of the Event cannot be gaming or games of chance;
- (d) Library staff must have access to the Room at all times and may attend the Event free of charge for the purpose of auditing or reviewing compliance with Library policies and the Terms and Conditions.

**13. Library's Right to Terminate:** In accordance with section 4.4 of the Library's [Community and Event Space Rental Policy](#), the Client understands that when making the Library's Event Space Rentals available for use, the Library is committed to ensuring the dignity and safety of the public and staff without disruption to Library services, and to maintaining the security of Library property.

The Library, in its sole discretion, may terminate this Contract without refunding the Client any Rental Fee when it reasonably believes:

- (a) Use of the Room by the Client will be for a purpose that is likely to promote, or would have the effect of promoting discrimination, contempt or hatred

- for any group or person on the basis of race, ethnic origin, place of origin, citizenship, colour, ancestry, language, creed (religion), age, sex, gender identity, gender expression, marital status, family status, sexual orientation, disability, political affiliation, membership in a union or staff association, receipt of public assistance, level of literacy or any other similar factor;
- (b) use of the Room by the Client will be for a purpose or action that is contrary to the law or any of the Library's policies or Rules of Conduct, including violent, threatening, abusive, harassing, disruptive or intrusive language or conduct;
  - (c) there is a misrepresentation, a likelihood of physical hazard to participants or audiences or a misuse of the Room or equipment.
  - (d) use of the Room by the Client is intended to establish the Library as a permanent location for their activities, including establishing offices in a Library Room;
  - (e) the primary purpose of the Event is gaming or games of chance.

In addition, the Client further understands that the Library, in its sole discretion, may terminate this Contract without refunding the Client any Rental Fee when:

- (f) the Client fails to pay any amounts on their due date;
- (g) the Client breaches any of the Terms and Conditions of the Contract;
- (h) the Event poses a risk to the health and safety of the public or Library staff;
- (i) the Client has misrepresented anything in the Client's Community Room Rental Application Form or to Library staff related to this Event;
- (j) the Client has previously misused the Room or other Library facilities or materials; or
- (k) the Library becomes aware that the Client is contravening any City of Toronto policies applicable to the Event or any City of Toronto directions and guidelines applicable to the Event, including, without limitation, Toronto Public Health guidelines, restrictions and recommendations, as amended and updated.

**14. Client Confirmation:** In accordance with section 4.4(b) of the Library's [Community and Event Space Rental Policy](#), the Client confirms that they will not be conducting any business or activities that are in violation of 4.4(a)(i) of the Library's [Community and Event Space Rental Policy](#), the Criminal Code of

Canada (including hate propaganda laws) or the Ontario Human Rights Code. The Client will ensure that all employees, agents, volunteers, subcontractors, invitees, and guests attending the Event comply with all laws, by-laws, government orders, restrictions, recommendations and policies referred to in this section and section 13, Library's Right to Terminate.

- 15. Client's Effects:** The Library is not responsible for any property of any kind brought to the Room by the Client, its employees, subcontractors, invitees, attendees, guests, or any person admitted to the Room by the Client. The Client assume full and complete responsibility for any damage or loss to its goods, chattels, fixtures, improvements, and property of every kind and description, howsoever caused, and hereby waives any right of recovery or subrogation it may have against the Library for such loss or damage.
- 16. Removal of Effects:** The Library will promptly remove any property left behind in the Room. The Library will not be liable for damages or loss to property as a result of any removal or disposal of any property in accordance with this section.
- 17. Inspection Rights:** The Library and its authorized representatives shall have access to the Room at all times during the Client's use and may attend any event being hosted by the Client on the Room for the purpose of ensuring compliance with this Contract and to photograph the Event for the purpose of future marketing and advertising of the Room.
- 18. Ejection:** The Library retains the right to interrupt or eject any person in attendance at the Room if designated Library staff members, in their sole discretion, consider it to be necessary in the interests of public order or safety or, if, in the Library staff members' sole discretion, there is a perceived violation of the Library's Rules of Conduct or these Terms and Conditions. In the event the Library exercises this right, the Client hereby waives any right and all claims for damages.
- 19. Use of Library Marks:** The Client acknowledges that all right, title, and interest in and to the names, marks, trademarks, logos and other identification of the Library ("Library Marks") are vested exclusively in the Library. The Client may not use the Library Marks without the express written consent of the Library. If

such consent is given, the Client's use of the Library Mark must only be in accordance with the approved use and must conform to the format and design specified by the Library.

**20. Promotion of the Event:** The Client agrees that it will not promote or advertise the Event on Library property. The Client acknowledges that the Library is not responsible for marketing or promoting the Event. In accordance with section 4.3(a) of the Library's [Community and Event Space Rental Policy](#), the Client agrees that their promotional materials will not suggest or imply that the Library endorses their Event or the aims, policies, or activities of the Client or the Client's Organization. The Client agrees that all of their promotional material about the Event will include the statement "This is not a Toronto Public Library event".

**21. Services Provided by the Library:** The Library shall provide the following services: heating or air-conditioning when required by the season; light for ordinary use only; water by means of appliances installed for the ordinary operations, but for no other purposes; and ordinary cleaning, such as is made necessary on account of the public, and to keep the Room in a clean and sanitary condition. The Library will be the sole judge of the nature, quality, quantity and duration of the foregoing services to be provided to the Client, and the Client accepts the services on an "as is" basis.

**22. Additional Services:** The Client is responsible for any other costs associated with its use of the Room or the Equipment which are not specifically identified in the Contract as covered by the Library.

**23. Room Unavailable:** The Client understands and agrees that if the Library cannot provide the Room to the Client for any reason, including, damage to the Room, construction or renovation of the branch, a labour disruption, an order by a public authority, or as a result of a technical error of the Library's booking software, then this Contract shall be terminated and the Client shall only be entitled to a refund of the Rental Fees it has paid to the Library. The Client hereby waives all claims for damages and all other rights and remedies should this Contract be so terminated.

**24. Indemnity and Limitation of Liability:** The Client shall at all times indemnify and save harmless the Library and the City of Toronto and the directors,



officers, employees, agents, representatives and independent contractors thereof from any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever (including, without limitation, those under or in connection with the Workplace Safety and Insurance Act, 1997 or any successor legislation), made or brought against, suffered by or imposed in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, the officers, directors, employees, independent contractors, representatives and agents of the Library and of the Client) or due to any violation of law or regulation or rights of third parties directly or indirectly arising out of, resulting from or sustained as a result or in connection with the Client's Event at the Room (except with respect to claims arising out of the Library's gross negligence in the maintenance and operation of the Room). This indemnity shall survive the expiry or termination of this Contract.

**25. General:**

- (a) **Compliance with Applicable Laws:** The Client shall at all times comply with all applicable laws, regulations, municipal by-laws, permits, rules, orders, codes, statutes, licences and directions issued by any governmental, municipal, or other body having jurisdiction over the respective parties.
- (b) **Independent Entities:** The Library and the Client are each independent entities and nothing in this Contract shall be construed so as to constitute any employee, director, officer, representative or agent of one party, as an employee, partner, agent or representative of the other party.
- (c) **Notice:** Any notice required to be given by the Library under this Contract shall be given in writing and sent by email to the Client at the email address listed on the first page of the Contract. All notices required to be given by either party shall be presumed to have been received on the business day following the day the email is sent.
- (d) **Laws of Ontario and Canada:** This Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada.
- (e) **Amendment:** This Contract may not be amended unless by agreement made in writing and signed by the parties.
- (f) **Assignment:** This Contract may not be assigned by the either party without the prior written consent of the other party.
- (g) **Enurement:** This Contract shall be binding upon and enure to the benefit of



the parties and their respective successors and permitted assigns.

- (h) Electronic Signature: This Contract may be signed by electronic signature that is received by the Library in a file format acceptable to the Library. Such electronic signature shall be deemed to be an original signature for the purposes of this Contract with the same legal effect as an original signature.