

**Accessibility Statement:**

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

Theatre Rental Terms and Conditions

All parties that have rented a theatre (the "Theatre") are subject to the following terms and conditions:

1. **Booking Inquiry Form:** The Client confirms that all information contained in the Client's Theatre 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 Theatre Rental Application Form or to Library staff will provide the Library the right to terminate this Theatre Rental Contract (the "Contract") in accordance with section 13, Library's Right to Terminate.
2. **Use of the Theatre:** The Library grants to the Client a non-exclusive right to use the Theatre 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 Theatre. Other furniture and equipment may be available for additional fees and will be identified in the Theatre Rental Confirmation Receipt.
4. **Access to the Theatre:** The time booked to use the Theatre must include the time required to prepare the Theatre for the Event and return the Theatre into the same state the Client received the Theatre after the Event. The Client will not be provided access to the Theatre earlier than the scheduled start time stated in this Contract. The Theatre must be vacated by 1:00am. If the Client uses the

Theatre beyond the scheduled end time stated in this Contract, but vacates the Theatre before 1:00am, the Client agrees to pay for the additional time at the hourly not-for-profit fee for not-for-profit bookings or the hourly commercial booking fee for commercial bookings. 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 Theatre 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 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 more than 365 days' notice is provided to the Library, the Library will refund all fees already paid to the Library, less an administrative fee of \$25.00 for each not-for-profit booking and \$50.00 for each commercial booking. Any scheduled payments pending will be canceled, less an administrative fee of \$25.00 for each not-for-profit booking and \$50.00 for each commercial booking which will be charged to the credit card associated with the booking.
 - (b) If less than 365 days' but more than 180 days' notice is provided to the Library, the Library will refund all fees already paid to the Library, less an administrative fee of \$50.00 for each not-for-profit booking and \$75.00 for each commercial booking. Any scheduled payments pending in a payment plan will be canceled, less an administrative fee of \$50.00 for

- each not-for-profit booking and \$75.00 for each commercial booking which will be charged to the credit card associated with the booking.
- (c) If less than 180 days' but more than 90 days' notice is provided to the Library, the Library will refund all fees already paid to the Library, less an administrative fee of \$75.00 for each not-for-profit booking and \$100.00 for each commercial booking. Any scheduled payments pending in a payment plan will be canceled, less an administrative fee of \$75.00 for each not-for-profit booking and \$100.00 for each commercial booking which will be charged to the credit card associated with the booking.
 - (d) If less than 90 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 Theatre. 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.

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. If the Library is able to accommodate the request, the Client must pay the additional fee prior to the Event as follows.
- (a) If more than 365 days' notice is provided to the Library, 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 \$25.00 for not-for-profit booking and less an administrative fee of \$50.00 for commercial booking per each change requested (not per date changed);
 - iii. Date(s) or location(s) change – the Client will be charged an administrative fee of \$25.00 for not-for-profit booking and an administrative fee of \$40.00 for commercial booking per each change requested (not per each date or location changed).
 - (b) If less than 365 days' but more than 180 days' notice is provided to the

Library, 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 \$50.00 for not-for-profit booking and less an administrative fee of \$75.00 for commercial booking per each change requested (not per date changed);
- iii. Date(s) or location(s) change – the Client will be charged an administrative fee of \$50.00 for not-for-profit booking and an administrative fee of \$75.00 for commercial booking per each change requested (not per each date or location changed).

(c) If less than 180 days' but more than 90 days' notice is provided to the Library, 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 \$75.00 for not-for-profit booking and less an administrative fee of \$100.00 for commercial booking per each change requested (not per date changed);
- iii. Date(s) or location(s) change – the Client will be charged an administrative fee of \$75.00 for not-for-profit booking and an administrative fee of \$100.00 for commercial booking per each change requested (not per each date or location changed).

(d) If less than 90 days' notice is provided to the Library, the Client will not receive a refund of any fees already paid to the Library. Upon notice of a request for re-scheduling, any scheduled payments pending in a payment plan will be processed and charged to the credit card associated with the booking.

- i. Adding time – the Client will be charged the cost for the new booking times, subject to the availability of space and staff;
- ii. Reducing time – the Client will not receive a refund of any fees already paid to the Library for use of the Theatre. Upon notice of a request for re-scheduling, any scheduled payments pending in a payment plan will be processed and charged to the credit card associated with the booking;

- iii. Date(s) or location(s) change – the Client will not receive a refund of any fees already paid to the Library for use of the Theatre. Upon notice of a request for re-scheduling, any scheduled payments pending in a payment plan will be processed and charged to the credit card associated with the booking.

The Library will confirm the Client's requested cancellation or rescheduling via email at the email address included on the first page of the Contract.

8. **Theatre Set-Up:** The Client is solely responsible for the set-up of the Theatre and Equipment for the Client's Event. The Client understands that Library staff will monitor and provide advice on how to setup the Equipment safely and correctly but it is the Client's responsibility to setup the Equipment.
9. **Care of the Theatre:** The Client acknowledges that the Theatre is in a good state of condition and repair and equipped for its purposes. The Client covenants and agrees to leave the Theatre and the Equipment and furnishings therein in their original state, and remove any additional equipment or effects which may be brought into the Theatre by the Client or any of its employees, agents, volunteers, subcontractors, invitees, or guests attending the Event.
10. **Damage to the Theatre:** If the Theatre 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 Theatre by the Client, the Client shall pay to the Library upon demand such sum as shall be reasonably necessary to restore the Theatre 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 Theatre, 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 Theatre:** 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 Theatres 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.
 - (i) Aisles, hallways, stairways or exits of the Theatre may not be obstructed at any time during the Event.
 - (j) the Event must be in compliance with the theatre house rules and procedures set out by the Library.
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 Theatre:
- (a) Permission to use the Theatre 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 Theatre 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 Theatre 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 Theatre 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 Theatre or equipment.
- (d) use of the Theatre by the Client is intended to establish the Library as a permanent location for their activities, including establishing offices in a Library Theatre;
- (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 Theatre Rental Application Form or to Library staff related to this Event;
- (j) the Client has previously misused the Theatre 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 Theatre by the Client, its employees, subcontractors, invitees, attendees, guests, or any person admitted to the Theatre 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 Theatre. 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 Theatre at all times during the Client's use and may attend any event being hosted by the Client on the Theatre for the purpose of ensuring compliance with this Contract and to photograph the Event for the purpose of future marketing and advertising of the Theatre.
18. **Ejection:** The Library retains the right to interrupt or eject any person in attendance at the Theatre 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 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 Theatre 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 Theatre or the Equipment which are not specifically identified in the Contract as covered by the Library.
23. **Theatre Unavailable:** The Client understands and agrees that if the Library cannot provide the Theatre to the Client for any reason, including, damage to the Theatre, 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 Theatre (except with respect to claims arising out of the Library's gross negligence in the maintenance and operation of the Theatre). 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.

Appendix A

Toronto Public Library Rules of Conduct

The Toronto Public Library strives to provide free and equitable access to services that meet the changing needs of Torontonians. The Library preserves and promotes universal access to a broad range of human knowledge, experience, information and ideas in a welcoming and supportive environment that is free from discrimination and harassment. Everyone has the right to equal treatment with respect to the access and use of the Library's services and facilities without discrimination or harassment on the basis of sex, sexual orientation, race, colour, ethnic origin, creed and all other grounds set out in the Ontario Human Rights Code.

Discrimination and/or harassment will not be tolerated under any circumstances. These rules are intended to prevent such conduct and to ensure the dignity and safety of the public and the staff and to maintain the security of Library property without disruption to library services.

Any behaviour that does not support a welcoming environment and/or violates the Rules of Conduct may result in cost-recovery charges, suspension of Library privileges, exclusion from the Library on the basis of the Ontario Trespass to Property Act and prosecution. These Rules have been approved by the Toronto Public Library Board. An individual has the right to appeal his or her exclusion as described in the Rules of Conduct – Exclusion, Reinstatement and Appeals Policy.

The Library asks for your cooperation in maintaining a welcoming environment conducive to study and enjoyable use of the Library. Staff make every effort to apply these rules in a fair, dignified and positive manner for the benefit of all.

1. Violent, threatening, abusive, discriminatory or harassing language or conduct of any kind is not allowed.
2. Disruptive or intrusive behaviour is not allowed.
3. Damage, misuse, or theft of library materials, equipment and property is not allowed. Interfering with the designated use of computers and networks is also not allowed.
4. Members of the public may not make requests for service based on prohibited grounds of discrimination under the Human Rights Code.
5. Children requiring supervision must not be left unattended on library premises.
6. Members of the public may only use authorized entrances and exits and are not allowed in "Staff Only" areas without permission.
7. Members of the public must open all bags, books and papers for inspection if requested by staff.
8. Library materials may not be taken into washrooms.
9. Posting notices, distributing circulars or petitions, soliciting or engaging in any commercial activity on library property must not be conducted without prior written approval of the Library.
10. Photographing, filming or video recording of library staff and users on library property must not be conducted without prior written approval of the Library.
11. Members of the public must wear shirts and shoes and other appropriate attire. Use of sports equipment is not allowed on library property.
12. Eating and drinking are allowed except in designated areas.
13. Service animals are welcome in the Library. Other animals are only allowed during authorized programs.