



Reservation Policy

Purpose

The Guelph Public Library's physical spaces are community assets that exist to support the Library's mission and strategic priorities. This policy supports the equitable and sustainable use of Library spaces to meet community needs as outlined in the Library's Strategic Plan and the Public Libraries Act, R.S.O. 1990, c. P.44.

Spaces are designed for Library-related programs and meetings, and upon fulfilling those needs, they may be made available as public facilities.

All uses should be in keeping with the spirit of what is acceptable in other part(s) of the Library and should not interfere with the regular operations of the Library. Spaces are not available for: private social functions, trade exhibitions, religious services, solicitation of products or services, partisan political fundraising or campaign headquarters, or activities that are not suitable for the facility and the Library's family-oriented atmosphere. Use of spaces must not contravene the Criminal Code of Canada. Federal, provincial and municipal legislation and regulations must be always observed.

When special circumstances apply, a request may be made in writing to the Library CEO for exceptions to be made regarding the terms of the Reservation policy.

1 Definitions

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

Collaborative Space - Includes any Library space designated for public use for gatherings that involve in-person or virtual participation using digital equipment, e.g. meetings, educational seminars, cultural events, and community interest activities.

Creative Space - Includes any Library space designated for public use of specialized tools or digital media equipment, e.g. Makerspace, skill building, prototype development, creative exploration and collaborative sharing of knowledge.

Not-for-profit group – Includes any group that exists for a charitable, educational, cultural, civic/humanitarian purpose rather than the pursuit of profits for stakeholders.

Renter – The individual or group entering into an agreement with the Library to book a space.

2 Terms and Conditions

Renters must review and agree to the Reservation Terms and Conditions (Appendix A) and Release of Liability (Appendix B) prior to booking.

3 Accommodation

The Library is committed to meeting the accessibility needs of all visitors in our spaces. Information on available services and facility resources can be found in the Accessibility in the Library policy.

4 Intellectual Freedom

The Library is committed to preserving equitable access to a broad range of shared human knowledge, experience, information, and ideas with the use of our spaces, provided they do not break any laws, violate any policies or contravene the Ontario Human Rights Code, 1990 and the Canadian Charter of Rights and Freedoms, 1982.

Respecting all individuals' rights to privacy and choice, library spaces are intended to facilitate the free exchange of information and ideas without judgement. In facilitating access to a broad range of viewpoints, we recognize at times this may include ideas, opinions, and perspectives that some may consider challenging, controversial, or offensive.

Use of spaces by any groups or organizations does not constitute endorsement by the Library Board or the Library of that group or organization's belief or policies.

5 Amenities and Fees

1. Fees vary based on space size and purpose.
2. Reduced rates are available to not-for-profit groups; if admission fees or donations are collected through the event, the standard rate applies.
3. Additional fees may be applied for special setup arrangements, equipment use, materials supplied, and technical support.
4. A complete Fee Schedule is outlined on the [Reservation](#) webpage; fees are subject to change without notice.
5. Changes to reservations may be subject to price adjustments.
6. Should the Renter fail to vacate the space in accordance with the terms of the agreement, a penalty charge will be issued.
7. Accepted payment methods include credit, debit, cash, or cheque.
8. Fees may be waived at the discretion of the Library CEO, if the activities of the Renter closely relate to the activities of the Library, or if the Renter is partnering with the Library in the delivery of activities.

Appendix A: Reservation Terms and Conditions

1. Booking Eligibility and Process

Guelph Public Library spaces are available for individuals, groups, and organizations that support educational, cultural, or community activities.

- All collaborative space requests must be submitted online or coordinated with the Finance department.
- All creative space (i.e. Makerspace) requests must be submitted through the [Booking Request Form](#).
- Setup assistance, technical support, and use of equipment, is not guaranteed and must be requested at the time of booking.
- Booking priority is on a first-come, first-served basis.
- Verification must be confirmed by the Renter within 1 week of submitting the reservation request, or the hold will be released.
- For spaces that require payment, full payment is due two weeks prior to the event; failure to make payment arrangements will be considered a cancellation.
- Library staff must have access to facilities at all times and may audit any activity free of charge to ensure compliance with all applicable policies, terms and conditions.

2. Responsibilities of the Renter

Renters must designate a contact person for the reservation, who will be responsible for the following requirements.

- Setup and cleanup, including sorting any garbage into appropriate receptacles. Time must be accounted for setup and cleanup in the reservation window.
- Ensuring promotional materials clearly state the official name of the organizers and include the disclaimer: "This program is not sponsored by the Guelph Public Library and the Library carries no responsibility for its content."
- Adhering to room capacity limits and maintaining appropriate behaviour as per the Library's Code of Conduct and the Display and Exhibit policies.

- Assuming full responsibility for persons and property, per the Release of Liability, including:
 - Renters must back-up any data to an external source and remove personal data before leaving.
 - Renters must ensure all participants evacuate during emergencies and notify the Library staff once evacuation is complete.

3. Conditions for Refusal or Termination

- All reservations are subject to approval; the Library Board or CEO reserves the right to decline any request.
- Access will not be denied, except where there are reasonable grounds to suggest:
 - The proposed use may conflict with the Reservation Policy or other Library policies.
 - Misrepresentation is identified in the reservation request.
 - There is risk to persons or property.
 - Subleasing occurs.
 - The reservation is intended for long-term or permanent use.
 - The renter and/or their affiliates have previously misused Library space.
 - Fees have not been paid in full by the due date.
- Any person so refused may appeal in writing to the Library CEO. If there is intent to appeal the decision, it must be communicated to the Administration Office within 2 business days.

4. Collaborative Spaces

- Spaces may be reserved up to 42 days in advance, for a minimum of 2 hours, and for a maximum of 4 consecutive bookings.
- Renters must be 18 years of age or older and may be required to provide proof of age.

- Food and refreshments are permitted; however, open flames, controlled substances, and smoking are strictly prohibited on the premises.
- Renters are responsible for any professional or performer fees incurred.
- Promotion within the Library or through Library channels is not allowed unless the event is co-sponsored or has written approval of the Library's CEO. Further, all promotions and activities must comply with the Library's Filming and Photography on Library Premises policy.
- Depending on the size and nature of the event, proof of insurance may be requested.

5. Creative Spaces

- Spaces may be reserved up to 60 days in advance.
- Each creative space has a specific time limit for use which will be made clear during the booking process.
- Renters must be at least 13 years of age. Youth under 13 must be accompanied by an adult.
- Renters are required to make an appointment.
- Consumable materials will be provided, unless otherwise disclosed.
- Facilities are not to be used for commercial manufacturing purposes, production of weapons or weapon parts, or reproductions of copyrighted material.
- If you are planning a group project, please contact us so we can coordinate with you.
- Makerspace users must comply with the [Makerspace Acceptable Use Guidelines](#).

6. Equipment and Technical Support

- Tables and chairs are available for use; the room must be left in the condition it was found.
- All spaces are equipped with audiovisual capabilities and high-speed Wi-Fi, supporting virtual or hybrid meetings. Access to the Library's internal networks will not be permitted.

- Renters are responsible for adhering to acceptable online behaviour as per the Library's Public Wireless Acceptable Use, and Public Wired Internet Acceptable Use policies.
- Laptops and other personal devices are not included.
- Equipment must be used responsibly. Misuse may result in immediate loss of access privileges.
- High-risk equipment is only available under staff-supervision.
- Renters must comply with all machine-specific safety rules and any other safety expectations and guidelines conveyed by staff.
- Staff must be notified any time equipment cannot be safely utilized.
- Renters will be responsible for the repair or replacement of equipment or facilities that are damaged because of negligence.

7. Cancellations

- The reservation will be forfeited if the renter fails to arrive within 30 minutes of the start time.
- Cancellations must be submitted at least 2 days prior to the event to receive a refund; cancellations made after this deadline are non-refundable.
- If the Library is unable to fulfill a booking due to circumstances beyond its control (e.g., facility damage, labour disruption), a full refund will be issued. No further compensation will be provided.

Appendix B: Release of Liability

Please read carefully, this document affects your rights.

1 Definitions

- Facilities – Any space rented or available by appointment including but not limited to meeting rooms, event venues, Makerspaces, recording studios, gaming rooms, and any specialized equipment or tools provided therein.
- Indemnitee – The Guelph Public Library Board
- Indemnitor – The individual signing below (also referred to as the Renter); their heirs, administrators and executors. Where the indemnitor signs on behalf of a group or organization this waiver applies to all members of the group and event attendees and their heirs, administrators and executors.

2 Assumption of Risk

The Indemnitor hereby releases the Indemnitee from any liability for damages from illness, injury and/or death that arises out of, is connected with, or in any manner relates to, Indemnitor's use of the Facilities and services provided at the Facilities. This waiver shall apply to every use of the Facilities by the Indemnitor during the calendar year in which it is signed.

The Indemnitor represents that:

1. I am submitting this waiver, release of liability, and assumption of risk declaration voluntarily and of my own free will on behalf of myself or, of the organization which I represent for the purposes of this transaction.
2. I have no physical or psychological conditions, nor any history thereof, which will impair my ability to utilize the Facilities and its services in a safe manner.
3. My use of the Facilities is entirely optional and my own free choice.
4. I understand and expressly assume all the dangers incident to using the Facilities and their services, and hereby release all claims, including but not limited to, personal injury, property damage or destruction, and death, whether caused by negligence, breach of contract or otherwise, and whether for bodily injury, property damage or loss otherwise, which I or the group/organization I represent may ever have against the Indemnitee.
5. I understand and agree that it is my responsibility to assess the hazards presented by my use of the Facilities and services of the Facilities and further

agree that I assume all risks associated with the exercise of personal judgment about the use of said Facilities and services.

6. I understand that the use of any tools, equipment, and technology carries potential risk of injury, damage, or technical malfunction. I am voluntarily choosing to expose myself to the risks associated with working around dangerous equipment, including but not limited to: rotating machinery; moving tools and blades; flying, hot and sharp objects; and eye, lung and tripping hazards. I acknowledge it is my responsibility to use all equipment safely and as intended.
7. I understand that all personal property brought in the Facilities, or on any other portion of the premises, shall be at the sole risk of the Renter or parties owning the same, and the Indemnatee shall in no event be liable for loss, deduction, theft, or damage to such property unless caused by or resulting from negligence of the Indemnatee, or its employees.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject to and within the jurisdiction of the laws of Ontario and Canada applicable therein. Both parties agree that any action or proceeding relating to this Agreement will be brought to a court of competent jurisdiction in the Province of Ontario, Canada.