NIAGARA FALLS PUBLIC LIBRARY	DATE EFFECTED: November 21, 2012 DATE REVISED: June 25, 2025	COMMUNITY SPACE RENTAL POLICY
Associated Policies: Intellectual Freedom Policy		

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1. PURPOSE

The Library's physical spaces, including meeting rooms, are community assets that exist to support Niagara Falls Public Library's mission and strategic priorities, and are made available to the general public when not being used for Library purposes. The purpose of the policy is to promote the Library's objective of providing equitable access to services and maintaining a welcoming and supportive environment that is consistent with the Library's values of respect, inclusiveness and intellectual freedom, free from discrimination and harassment, and to outline the fees, the underlying principles for those fees, the priorities for use and the conditions of use for community and event spaces available for rent from the Library.

2. AUTHORITY UNDER THE PUBLIC LIBRARIES ACT

The Public Libraries Act (R.S.O. 1990, c. P.44) authorizes public library boards to make rules regulating all matters connected with the management of the library and library property and authorizes a board to impose such fees as it considers proper for the use of parts of a building that are not being used for public library purposes.

3. COMMUNITY SPACE RENTALS

The meeting rooms of the Niagara Falls Public Library designated for community space rental are made available to individuals, groups and organizations whose primary purpose is the promotion of cultural, educational and community activities. Community and commercial use will be permitted when the facilities are not required for the service or administrative functions of the Library.

Definitions:

a. Individuals, group and organizations engaging in a rental contract for a Community Space will be referred to as "customer" in this policy;
b. The Niagara Falls Public Library will be referred to as the "Library";
c. A non-profit organization is defined as a club, society, or association that is organized and operated solely for: social welfare, civic improvement, pleasure or recreation, or any other purpose except profit.

3.1. Priority for the Use of Community Spaces

The order of priority for the use of Community Spaces is as follows:

a. Library programs, co-sponsored programs and other Library purposes;
b. Library-related groups;
c. City of Niagara Falls departments, agencies, boards and commissions;
d. Library partners;
e. Organizations and groups that reflect the mission and strategic priorities of the Library;
f. non-profit community groups and organizations;
g. charitable organizations;
h. others, e.g. commercial groups.

3.2. Fees, Booking, Charges, & Cancellations

a. Community Space will be booked through the Library;
b. Bookings will be confirmed upon receipt of payment;
c. An invoice will be sent to the customer 15 days prior to the event date;
d. Payment in full is required 10 business days prior to the event date;
e. Bookings made within 10 business days of the event date will have an invoice sent within 1 business day require payment within 2 business days, or before the start of the event;
f. Bookings cancelled less than 10 business days before the event date will be charged the full rental cost. Bookings cancelled more than 10 business days before the event date will have no cancellation fee and will be refunded the full rental cost;
g. Fees are based on space selected and amenities selected, and are subject to change;

h. There are two public fee schedules:
    i. a rate for non-profit organizations or registered charities, and
    ii. a rate for individuals, business or commercial organizations. All rentals are subject to the terms of this policy.
i. Customers may be requested to provide proof of registered charity or non-profit status during the booking process;
j. All bookings are pending space availability;
k. Bookings are accepted no more than 3 months in advance;
l. A representative of the organization must electronically agree to the policy and its terms at the time of booking. Community Space bookings are accepted from individuals on behalf of organizations. The Library accepts no responsibility if the individual in question does not have the authority to book the Community Space; the invoice will be sent to the organization;
m. No further bookings will be accepted if there are any outstanding invoices;;
n. Any damage or loss to library property or equipment will be the responsibility of the customer as is the behaviour of persons attending the meeting. This includes unacceptable noise levels.

3.3. General Conditions

a. All meetings must be conducted in a manner consistent with the Library's Code of Conduct, and according to the Terms and Conditions.It is the customer's responsibility to inform themselves of these policies as they may be amended at any time;
b. No gaming or games of chance, including bingo and lotteries, are permitted;
c. Charitable fundraising is not permitted on Library property unless authorized by the CEO or designate.
d. Library staff must have access to facilities at all times and may attend free of charge any event, meeting or course held on Library premises for the purpose of auditing or reviewing compliance with Library policies and the Terms and Conditions;
e. Community Spaces are not to be used for business activities such as direct sales or for programs and activities not suited to the Library's physical facilities;
f. Sales of goods are not permitted unless authorized by the Library except for books sold at author readings or book signings;
g. Religious groups may use the Community Spaces only for public educational programs. Religious services in the Niagara Falls Public Library are not considered acceptable use;
h. The Library is not responsible for damages, loss or theft of equipment or clothing of any customer or their attendees. Please secure your valuables.

3.4. Denial of use

When making the Library's Community 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.

a. The Library reserves the right to deny or cancel a booking when it reasonably believes:
    i. an emergency has arisen that requires the Library to be responsive (i.e. pandemic, heating/cooling alert).
    ii. use by any individual, group or organization 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;
    iii. use by any individual, group or organization will be for a purpose or action, that is contrary to the law or any of the Library's policies or Code of Conduct, including violent, threatening, abusive, harassing, disruptive or intrusive language or conduct;
    iv. there is a misrepresentation, a likelihood of physical hazard to participants or audiences or a misuse of premises or equipment. Past misuse or non-payment of fees is sufficient grounds for denial of an application;
    v. use will include gaming or games of chance, including bingo and lotteries.

b. The Library requires potential users of Community Space Rentals to confirm that they will not be conducting any business or activities that are in violation of 3.4(a)(i) of this policy, the Criminal Code of Canada (including hate propaganda laws) or the Ontario Human Rights Code;
c. Applicants who are denied permission to use these facilities may, upon written request, have the decision reviewed by the CEO or designate, whose decision shall be final.

3.5. Violations of Policy

a. Violation of the policy could lead to cancellation of events and a future prohibition on space booking;
b. Violation of the policy could lead to the forfeit of any paid invoices;
c. Groups will be held financially responsible for any violations.

3.6. Non-endorsement by the Niagara Falls Public Library

a. The use of library space by a customer does not constitute the Library Board's endorsement of a group's policies or beliefs, any particular program, position or purpose of any person or organization;
b. Where an outside group is using library space, promotional and other materials should not imply that the Niagara Falls Public Library is sponsoring the event, including the use of Library logos or images on promotional materials.

4. EQUIPMENT, SETUP, & ACCESS

4.1. Equipment

a. Availability of equipment is specific to each Community Space, varying by library location;
b. Arrangements for equipment should be made at the time of booking;
c. Customers are responsible for the operation of such equipment, as well as any damage or replacement costs;
d. If orientation for equipment is needed, this must be scheduled prior to the event date;
e. Technology support from Library staff may not be available at the time of the booking.

4.2. Restore Space Condition

a. Community Spaces have standard set-ups that are posted in the space.
b. Groups are expected to restore spaces to the standard set-up and leave them clean and in good order;
c. Any damaged or defective equipment should be reported to Library staff as soon as possible;
d. All equipment and food brought in are to be removed at the end of each booking;
e. Time booked must include all set-up and clean up time;
f. Clean up fees incurred will be the responsibility of the customer;
g. Set up changes at the time of the event may not be able to be accommodated by Library staff;
h. The Library does not provide any storage services;
i. Groups are responsible for their own stationery and supplies.

4.3. Access to Community Space

a. Community space access is limited to the time booked;
b. The customer and event attendees are expected to arrive at opening time unless specific arrangements have been made;
c. The customer and event attendees are expected to be vacating the premises at closing time unless specific arrangements have been made;
d. Failure to vacate the premises at the agreed upon time may result in overtime fees.

5.0. PUBLIC PERFORMANCE RIGHTS

5.1. Film

a. In accordance with the Canadian Copyright Act any viewing or exhibition of films must have Public Performance Rights;
b. Films may be shown if a license has been purchased by the organizer from a rights holder such as Audio Cine Films or Criterion Pictures;
c. The Library assumes no responsibility if a film is shown in non-compliance with the licensing requirements.

5.2. Music

a. Where music is publicly performed or played, a SOCAN (Society of Composers, Authors and Music Publishers of Canada) license fee must be paid for by the organizer;
b. For pre-recorded music, a Re:Sound license fee may also be required;
c. The Library assumes no responsibility if music is publicly performed or played in non-compliance with the licensing requirements.

6. PUBLICITY

a. Publicity and promotion of events is the responsibility of the booking customer;
b. Promotional materials must clearly and prominently show the name of the customer booking the Community Space and should not imply any unauthorized endorsement by the Library;
c. Use of the Library logo or images on promotional items is strictly prohibited.

7. FOOD/BEVERAGES

a. All food/beverage arrangements, set-up and clean-up are the responsibility of the customer
b. Notification of the intent to serve food and beverages should be given at the time of booking;
c. Please see details in Appendix 1, Section 5 regarding alcohol on Library property.

8. SMUDGING

a. Smudging is permitted with advance notification to the Library.

9. ACCESS AND EGRESS

a. All aisles, emergency exits, fire extinguishers, and emergency equipment must be accessible and kept clear of product or storage objects, at all times;
b. Exit routes from buildings must be clear of all obstructions;
c. Fire doors must not be left open unless equipped with self-closing mechanisms;
d. All doors, including Fire doors, must be kept free of obstructions that would prevent the door from closing;
e. Exit doors must be able to open in an emergency (not permanently locked or chained closed).

10. INSURANCE

a. The customer or group named on the Booking Form must agree to indemnify and save harmless the Library against all claims of any nature, kind and costs which may arise from such use;
b. At the time of booking, the customer agrees that their invoice will include a small additional charge for GameDay Insurance under the City of Niagara Fall's policy, which covers Liability up to $2,000,000;
c. Insurance regulations change over time, groups or individuals are to check with the Library for the most current requirements.

11. LIBRARY POLICY COMPLIANCE

Recognizing that the Library Board has a fundamental responsibility for upholding the principles of, as well as advocating for, intellectual freedom. This policy ensures the rights of individuals to an atmosphere where a diverse range of opinions and perspectives can be held and shared, and where critical inquiry can take place in an atmosphere of mutual respect for, and understanding of, civil liberties.

1. The Board endorses the Canadian Library Association's Position Statement on Intellectual Freedom (amended November 18, 1985)
2. The Board endorses the Ontario Library Association's Statement on the Intellectual Rights of the Individual (November 7, 1998)
3. The Board endorses the CFLA Position on Protest and Disagreement related to Collections, Programs and Speakers in Libraries. An Interpretation of the Canadian Federation of Library Associations' Statement on Intellectual Freedom and Libraries (January, 2022)

Bookings must comply with the following Library policies and statements:

a. NFPL Intellectual Freedom Policy;
b. CFLA Position on Protest and Disagreement related to Collections, Programs and Speakers in Libraries. An Interpretation of the Canadian Federation of Library Associations' Statement on Intellectual Freedom and Libraries.

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APPENDIX 1
NFPL Community Space Rental Policy

RESTRICTIONS ON USE

1. Illegal Activity:

a. Programs must not contravene any laws or bylaws of the municipality, province and/or federal government;
b. Groups must adhere to all laws, bylaws, or regulations related to health and safety, inclusive of adopted recommendations from the Chief Public Health Officer of Canada, the Chief Medical Officer of Ontario, or any legitimate health organization.

2. Discrimination:

a. Groups renting the facilities may not limit membership or attendance based on any factor which would be defined as discriminatory under the Canadian Charter of Rights and Freedoms.

3. Capacity:

a. Community Space capacity is posted by the Fire Department and must be adhered to;
b. Capacity limits are subject to change in accordance with mandates from governing bodies, health related-regulations, and/ or the Library's policies and procedures.

4. Smoking / Fire Regulations:

a. The Library is a No Smoking facility;
b. The use of open flames, smoke or odour produced by burning aromatic substances such as candles or incense is prohibited. (Smudging excepted, see 8.0).

5. Alcohol:

a. Alcoholic beverages can only be served on the property with a Liquor Licence and permission by the CEO or designate;
b. The renting group is responsible for obtaining a Liquor Licence and ensuring compliance with its regulations, as well as all municipal policies which will be provided when the request is submitted;
c. A copy of the licence is to be provided to Library staff.
d. Consumption would be restricted to hours that the Library is closed unless permission is obtained from the CEO or designate;