

The City of Red Deer Library Board Facility Rental Contract

For the purposes of this contract, “Red Deer Public Library” subsequently “RDPL” refers to the City of Red Deer Library Board and delegates.

For the purposes of this contract, “Facility” refers to the auditorium, meeting room or other space RDPL rents or otherwise provides to outside organizations.

“Contracting Party” refers to the entity entering into this binding agreement with the RDPL, and thus accepts the benefits and obligations specified herein. RDPL partners with current and specific RDPL partnership agreements may not be charged for space but remain bound by this agreement.

“Space” or “Spaces” refers to meeting rooms, auditorium and event spaces made available to the general public by the RDPL.

To confirm your tentative rental, the following must be received **at least 14 days prior to rental date**, unless otherwise stated:

- Signed, completed contract;
- Payment for the Space rental (single instance);
- Multiple dates must be paid in full at the time of booking.

If the date of your tentative rental is less than 14 days prior to the date of your planned booking, staff will advise you the time period in which you must confirm your tentative booking by submission of the documents and payments identified above. Such time period will be determined in the sole discretion of RDPL staff.

Upon receipt of this signed contract and payment, RDPL staff will confirm your booking(s) for which full payment has been received by sending a confirmation/receipt.

Failure to submit the signed contract and payment by the aforementioned date will result in your tentative booking(s) being cancelled.

You agree to pay the amount(s) identified in this contract and any other amounts you may be required to pay due to rescheduling, cancellation, or additional charges, in accordance with the requirements of this contract.

You also agree to pay any required additional fees due to your use of Spaces, equipment or services beyond those identified in this contract which you will be made aware of prior to finalizing the contract. These fees may include additional cleaning costs, security, etc.

You will be responsible for any taxes that may be imposed on the amounts due under this contract whether or not they are identified in the contract.

Please submit payment and signed contract. Payment can be made in cash, Interac debit, VISA or Mastercard.

RDPL reserves the right, from time to time, to increase the rental fee schedule.

In the event the RDPL, in its sole discretion, chooses a date for the increase of the fees that affect the fees payable under this contract, you will be given notice of the effective date. Due to the fee increase you may choose to terminate the agreement by written notice without any cancellation fee, for all affected bookings or pay the additional fee for any affected Space bookings.

For yourself, or on behalf of the organization represented, you agree to abide by the requirements set out in this contract and the Terms and Conditions in respect to the use of the Space which is the subject of this contract.

The Contracting Party acknowledges that it will breach this Contract if:

- i. it fails to pay any amounts due on their due date;
- ii. it contravenes any of the Terms and Conditions; or
- iii. it poses a risk to the health and safety of the public or RDPL staff.

If the Contracting Party breaches this Contract, the RDPL may, in its sole discretion, terminate the use or intended use of the meeting room, auditorium or space.

The Contracting Party acknowledges that should the Contract be terminated as a result of any breach, the RDPL may deny a booking of the Contracting Party to use the Space or another room at the RDPL in the future.

In addition to the RDPL's right to terminate the Contracting Party's use of the Space identified in relevant Library Board bylaws/policies, the RDPL may, in its sole discretion, refuse, cancel or terminate the Contracting Party's right to use the Space if the Contracting Party has misrepresented anything in this Contract or its Space booking application.

If the RDPL cannot provide the Space to the Contracting Party for any reason, including but not limited to, damage to the Space, a labour disruption, weather, emergency situations or as a result of a technical error in booking, then this Contract shall be terminated and the Contracting Party shall be entitled to a refund of the fees it has paid to the RDPL.

The Contracting Party waives any claims for damages or compensation due to such termination other than the refund of fees.

By signing this contract, you acknowledge that you have read and understood this contract, including the Terms and Conditions and RDPL's Related Bylaw and Policies including but not limited to those provided on the following pages of this contract.

Authorized Signing Officer of Organization (if organization is not a legal entity, signature of individual assuming personal responsibility for the contract):

Purpose of Event/Meeting: _____

Expected Attendance: _____

Signature: _____

Name: _____ Title/Organization: _____

Address: _____

Phone Number: _____

Date: _____

The personal information collected on this form is for the purpose of contacting you regarding your room booking. This collection is authorized by Section 4(c) of the Protection of Privacy Act (POPA). For questions about the collection of this information, please contact Library Administration 403-346-4576 or CEO@rdpl.org.

Terms and Conditions

The Contracting Party's booking and use Spaces (meeting rooms, auditorium or other spaces) are on the following terms and conditions:

1. The use of RDPL facilities must not contravene Canadian laws, including the Criminal Code, Copyright Act and the Alberta Human Rights Act, or provincial and municipal by-laws, fire regulations, etc..
2. Booking of RDPL facilities and advertising of the event shall not in any way imply endorsement, support or sponsorship of the organization or its activities by RDPL unless there is a current Partnership Agreement on file and the specific event is explicitly a joint partnership with the RDPL. The Contracting Party must adhere to RDPL's Political Use of Library Spaces Policy during elections and referendums.
3. The RDPL shall not be responsible for any loss of, or damage to, equipment or materials which belong to or are in the care of the organizer during transportation to, from, or within the RDPL, while in use in the RDPL, or while stored within the RDPL, however caused.
4. RDPL employees may at any time enter the Space, with or without equipment or materials, to inspect, repair or alter, or for any other purpose deemed necessary, for the safety, preservation or improvement of the Space or persons occupying or using the Space.
5. No advertising or display material shall be affixed to any part of the interior or exterior of the RDPL without prior approval; no advertising shall in any way imply endorsement, support or sponsorship of the organization or its activities by RDPL.
6. The Contracting Party assumes full responsibility for the acts and conduct of their employees, agents, subcontractors, and volunteers that are admitted to the Space during the Contracting Party's use. The Contracting Party, at the discretion of the CEO, may be required to provide a certificate of liability insurance naming the Red Deer Public Library as an additional insured at the time of booking.

The RDPL retains the right to interrupt or terminate the use of the Space, or eject any person in attendance if designated RDPL employees, in their sole discretion, consider it to be necessary in the interests of public order or safety or if, in the RDPL employees' sole discretion, there is a perceived violation of the RDPL's Appropriate Use Policy, Use of Library Facility Policy or these Terms and Conditions.

The Contracting Party waives any right to damages or compensation should its use of the Space be so interrupted or terminated.

7. The Contracting Party, upon request, must display the following statement conspicuously at the Event and/or on promotional material: "Statements being made or positions being taken during events do not necessarily reflect the opinions or values of the Red Deer Public Library".
8. In preparing and carrying out the Event, the Contracting Party will comply with and be bound by Red Deer Public Library Board's Bylaws and Policies.
9. The RDPL will not knowingly permit use of its Spaces for any illegal purpose and therefore reserves the right to terminate any rental where there are reasonable grounds to believe the Criminal Code of Canada or the Alberta Human Rights Act will be contravened.
10. The Contracting Party must conform to regulations set by the Alberta Gaming & Liquor Commission. The organizer is responsible for procuring the proper license. Proof of liability insurance with a liability limit of not less than \$2 million per occurrence, including Host Liquor Liability naming Red Deer Public Library as an additional insured is required.

11. If the Contracting Party is planning a special event that includes live or recorded music of any kind, they are required to pay license fees to SOCAN and Re:Sound. The Society of Composers, Authors and Music Publishers of Canada (SOCAN) and Re:Sound Music Licensing Company (Re:Sound) are collective societies. These collective societies can charge tariffs for the performance of music in public, according to section 19(2) of the Copyright Act.

12. The RDPL reserves the right to refuse, cancel, or terminate any booking consistent with the provisions in RDPL policies and in this contract. At least 30 days' notice will be given where possible unless the booking is made within 30 days of the event.

13. Unless prior written approval is given, the times written in the contract are firm. RDPL reserves the right to deny future bookings if the Space is not vacated by the designated time.

14. The Contracting Party shall give notification of cancellation for Spaces at least 48 hours prior to the event to ensure a refund. If such prior notification is not given, the renter shall be responsible for the full rental fee. Breach of contract by the contracting party shall be considered to be notification of cancellation.

15. No assignment, re-assignment or sharing of the booking of the Space can be made without prior approval in writing by the RDPL.

16. Facilities are booked "as is" with the Contracting Party being responsible for both set up and clean up within the allotted time frame.

i. The Contracting Party is responsible for set up and take down of tables, chairs, equipment.

ii. The Space must be left in the same condition in which it was found.

iii. Any costs incurred by the RDPL to bring the Space back to original condition will be the responsibility of the Contracting Party.

iv. RDPL shall not be responsible for power outages, WIFI disruptions, equipment failures or necessary evacuations.

v. The Contracting Party will ensure that maximum occupancy will not be exceeded and will keep all fire exits and doorways clear of obstructions.

17. The RDPL shall not be responsible for: procurement or transportation of outside materials (e.g. furniture, equipment, supplies), advertising or promotion, selling of tickets, concessions. The RDPL shall not be responsible for advertising or publicizing any rental or for assisting with preparing for the booking.

18. Unless prior written approval is given, the RDPL does not provide supplies or equipment for the event nor will equipment or supplies be stored between events.

19. Costs for removal or storage of any props, equipment, materials, or film shall be borne by the Contracting Party. The RDPL does not provide storage space. If the Contracting Party wishes to limit other renters from fully using the rented Space during a time period, the Contracting Party must book and pay for the Space for the entire exclusionary period.

20. No Contracting Party shall be allowed to monopolize Space available for rent.

21. The Contracting Party must be 18 years of age or older. Parental/guardian supervision must be provided at all times during any event for children.

22. Breach of agreement by the Contracting Party shall result in immediate cancellation by the RDPL.

[Related Bylaw and Policies](#) • Bylaws Schedule A Room Rental Fees; 3.2 Appropriate Use Policy; 3.4 Use of Library Facility; 3.4.6 Political Use of Library Spaces; 5.1.1 Intellectual Freedom.