epl EDMONTON PUBLIC LIBRARY

EPL Facility Rental Contract

For the purposes of this contract, “Facility” refers to the theatre, meeting room or other space that the Library rents to outside organizations

“Contracting Party” refers to the entity entering into this binding agreement with the Edmonton Public Library, and thus accepts the benefits and obligations specified herein.

“Space” or “Spaces” refers to meeting rooms, theatres and event spaces made available to the general public by the Edmonton Public Library.

To confirm your tentative rental, the following must be received at the service point for which you have booked a theatre space, meeting room, and/or other space by

- Signed, completed contract;
- Payment for the room rental (single instance);
- Payment for all bookings taking place in the current month;
- Documentation verifying your group's registered charitable or registered Not-For-Profit status, or a letter of mandate explaining the purpose and activities for non-profit groups that do not have a Not-For-Profit or charitable registration number.

If the date of your tentative rental is less than 14 days prior to the date of your planned booking, (EPL) staff will advise you of the of 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 Library staff.

Upon receipt of this signed contract and payment (or payment for the first booking if making multi-date bookings), EPL 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 , 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 technician to operate lights and sound, 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 at the service point for which you have booked (listing here). Payment can be made in cash, cheque, interact debit, VISA or Mastercard.

EPL reserves the right, from time to time, to increase the rental fee schedule beyond those identified in this contract. In the event the Library, 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. 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 room bookings.

By signing this contract, you acknowledge that you have read and understood this contract and the Terms and Conditions and Regulations on the following pages of this contract. 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. if it poses a risk to the health and safety of the public or Library staff.

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

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

In addition to the Library's right to terminate the Contracting Party's use of the Space identified in Meeting Rooms Policy, B-2006, the Library 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 room booking application.

If the Library cannot provide the Space to the Contracting Party for any reason, including, damage to the Space, a labour disruption, or as a result of a technical error of the booking software, then this Contract shall be terminated and the Contracting Party shall be entitled to a refund of the fees it has paid to the Library. The Contracting Party waives any claims for damages or compensation due to such termination other than the refund of fees.

Authorized Signing Officer of Organization

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

Signature: _____

Name: _____

Title: _____

Date: _____, _____, _____
(month) (day) (year)

This collection is authorized under Section 4 (c) of the Protection of Privacy Act and is managed and protected in accordance with this Act. In aggregate form (non-personal), your information will be used and disclosed for program assessment and reporting purposes. Your personal and financial information will be managed in accordance with the Act. If you have any questions about the collection, use, or disclosure of your personal information, please contact the Privacy Coordinator at 7 Sir Winston Churchill Square, Edmonton, AB, T5J 2V4 or at access@epl.ca.

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Terms and Conditions

The Contracting Party's booking and use meeting rooms, theatre or other space are on the following terms and conditions:

1. The use of Library facilities must not contravene Canadian laws, including the Criminal Code and the Alberta Human Rights Act, or provincial, and municipal by-laws, and fire regulations.
2. Booking of Library facilities and advertising of the event shall not in any way imply endorsement, support or sponsorship of the organization or its activities by EPL.
3. The Library shall not be responsible for any loss of, or damage to, equipment, materials or films which belong to or are in the care of the organizer during transportation to, from, or within the Library, while in use in the Library, or while stored within the Library, however caused.
4. EPL Staff 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 Library without prior approval; No advertising shall in any way imply endorsement, support or sponsorship of the organization or its activities by EPL.
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 Library retains the right to interrupt or terminate the use of the Space, or eject any person in attendance 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 members' sole discretion, there is a perceived violation of EPL's Customer Code of Conduct 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 EPL".
8. In preparing and carrying out the Event, the Contracting Party will comply with and be bound by EPL's Board's Meeting Rooms Policy.
9. The Library 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.

Regulations

1. The use of any alcoholic beverages in the Space must conform to regulations set by the Alberta Gaming & Liquor Commission. The organizer is responsible for procuring the proper license.
2. The Library reserves the right to refuse, cancel, or terminate any booking consistent with the provisions in EPL 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.
3. Unless prior written approval is given, the times written in the contract are firm. The Library reserves the right to deny future bookings, if the Space is not vacated by the designated time.
4. The Contracting Party shall give notification of cancellation for meetings rooms 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 full rental fee. Breach of contract by the contracting party shall be considered to be notification of cancellation. Please note: Seven days notice is required to cancel a booking for which security services are needed.
5. No assignment, re-assignment or sharing of the booking of the Space can be made without prior approval in writing by the Library.
6. 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 Library to bring the Space back to original condition will be the responsibility of the Contracting Party.
7. The Library shall not be responsible for procurement or transportation of outside materials, e.g. films, equipment, printed matter, supplies, advertising or promotion of the event; selling of tickets; concessions.
8. The Library shall not be responsible for advertising or publicizing any rental or for assisting with preparing for the booking.
9. Unless prior written approval is given, the Library does not provide supplies or equipment for the event nor will equipment or supplies be stored between events.
10. Costs for removal or storage of any props, equipment, materials, or film shall be borne by the Contracting Party. The Library does not provide storage space.
11. No Contracting Party shall be allowed to monopolize space available for rent.
12. Breech of agreement by the Contracting Party shall result in immediate cancellation by the Library.

Related Policies

- Meeting Rooms, B-2006
- Meeting Rooms, A-1026
- Intellectual Freedom, B-2012
- Customer Code of Conduct