



Facility Rental Agreement 2020/2021

Space can be booked with the library staff upon completion of a **Facility Rental Agreement**. Payment is required in advance. Please note that library programs take priority for bookings at all times.

Available rental spaces include the **WO Mitchell** and **Centre** rooms and the **Library patio**.

Charges for the spaces are as follows:

a. **WO Mitchell Room**

Capacity: 12 during COVID-19 pandemic

Cost: twenty-five dollars (\$25.00) per hour, or a daily rate of one hundred and fifty dollars (\$150.00).

After Hours Cost: - If an event takes place outside of regularly-scheduled library opening hours, an additional twenty dollars (\$20.00) per hour will be charged.

b. **Centre Room**

Capacity: 3 during COVID-19 pandemic

Cost: fifteen dollars (\$15.00) per hour, or a daily rate of ninety dollars (\$90.00).

After Hours Cost: If an event takes place outside of regularly-scheduled library opening hours, an additional twenty dollars (\$20.00) per hour will be charged.

c. **Patio**

Capacity: 30 during COVID-19 pandemic

Cost: twenty-five dollars (\$25.00) per hour, or a daily rate of one hundred and fifty dollars (\$150.00).

After Hours Cost: If an event takes place outside of regularly-scheduled library opening hours, an additional twenty dollars (\$20.00) per hour will be charged.

High River Library Facility Rental Agreement (continued)

Name of Organization _____

Applicant Name _____

Address _____

Town/Province _____

Postal Code _____

Phone _____ Cell Phone _____

Email _____

Date Signature

By signing this agreement, I/we are assuming responsibility for the room/patio, its contents, guests and their belongings, myself and my belongings for the rental period.

Space to be Rented

WO Mitchell Room Centre Room West Room Patio

Dates Requested _____

Times _____ am/pm _____ am/pm
From To

Number of Participants _____

Certificate of Insurance Supplied yes no Expiry Date _____

The High River Library hereby grants _____ (organization) represented by _____ (name of applicant), permission to use the High River Library as outlined, subject to Terms and Conditions of this Agreement contained herein and attached hereto all which form part of this Rental Agreement. The Renter is responsible for the behavior of the participants of the event and will be held responsible for any loss or damages incurred to the High River Library rented as outlined in this Rental Agreement.

High River Library Facility Rental Agreement (continued)

Management reserves the right to evict, cause to be removed and refuse further bookings to persons or groups misbehaving, causing a nuisance, causing willful damage or ignoring the terms of the rental.

Users are liable for any damage caused to private property adjacent to the facility as listed on the contract. This Rental Agreement does not extend any rights for entry to private property; entering private property is trespassing and is prohibited.

The information collected on this form is obtained under the authority of Section 33(c) of the Freedom of Information and Protection of Privacy Act (FOIP) and will be used for the purpose of facility booking by the High River Library, its agents and its vendors who are also bound by the confines of the FOIP Act. Please contact Mary Zazelenchuk at director@highriverlibrary.ca with any questions or concerns regarding the use of your information.

1. Non-Smoking Facility

Smoking is not permitted in any Town of High River facility or public property pursuant to the Town Bylaw No. 4057/2003. Violation of this bylaw will result in the forfeit of rental fees and immediate termination of the rental.

2. Noise Control

As per the Town Noise Bylaw No. 3348/81, the renter is restricted in activities “which give rise to unnecessary noise in the Town, especially during hours normally for sleeping”, You may be asked to vacate the High River Library and forfeit your rental by making “any noise which annoys, disturbs, injures, endangers or detracts from the comfort, repose, health, peace or safety of persons within the limits of the Town”.

3. Rental Times

Rental times shall be strictly enforced.

4. Additional Information

Supplies and equipment which are used or brought into the High River Library are the responsibility of the Renter(s) stated. Renters are advised to carry their own insurance to cover their possessions, supplies, etc. The High River Library, its employees and or anyone else acting on behalf of the High River Library are not liable for any loss or damage of these supplies or equipment whether due to negligence, theft, vandalism, or any damage caused by fault in the building.

High River Library Facility Rental Agreement (continued)

After each rental of space at the High River Library, the following terms must be met:

- All chairs must be stacked properly, and tables must be wiped, taken down and put back in the appropriate place.
- Floors must be swept. If spills occur, they must be mopped up.
- Personal belongings must be removed
- Garbage must be placed in containers.

Failing this, a janitorial fee of thirty dollars (\$30.00) may be assessed.

For after hour emergencies, please contact the Director at 416-993-4376.

5. **Signing Authority**

Person(s) signing the contract must be 18 years of age or over and shall assume full responsibility for the function or program. If the booking is for an organization, including non-profits, the individual shall have signing authority for the organization. The Renter shall maintain order within their group and provide proper supervision during the rental period. The Renter, on behalf of the group, shall assume responsibility for any loss or damage.

6. **Permit & Licenses**

It is the responsibility of the Renter to obtain all necessary permits and licenses and to adhere to the requirements of those permits and licenses.

7. **Cancellation**

The Renter shall be at liberty to terminate this rental agreement for any reason with notice of cancellation in writing supplied to High River Library **no later than 2 calendar days prior to the date of use**. Upon receipt of the 2 days' notice of cancellation, the High River Library shall reimburse the rental fee, minus a \$10 administrative fee. Should the Renter fail to provide 2 days' notice of cancellation, High River Library will retain or charge the entire facility rental fee. The High River Library shall be at liberty to terminate this rental agreement for any extenuating circumstance. Notice of cancellation in writing will be supplied to the Renter.

8. **Liability**

- Casual use: The Renter shall indemnify and save harmless the Town and Library Board from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of, or in any way relating to the rental of the High River Library under this agreement. Without restricting the generality of the foregoing, the Renter shall be responsible for any loss or damage to the High River Library or equipment, howsoever caused arising out of the rental of the High River Library under this agreement.

High River Library Facility Rental Agreement (continued)

- Continuous use: The Renter shall obtain and keep in force for the term of this agreement such insurance with such coverage as may be necessary to enable the Renter to carry out the Renter’s obligations to the High River Library under this agreement. The Renter shall provide the High River Library with a Certificate of Insurance, in a form acceptable to the High River Library, prior to the occupation or use of the High River Library by the Renter.

The High River Library does not provide the Renter with any liability or personal injury insurance. The High River Library strongly recommends that for incidental use that the Renter carry their own insurance policy with a minimum of \$2,000,000 (two million dollars) liability coverage per occurrence and have signed waivers or consent forms.

I, _____, as a representative of the Renter, acknowledge that this Agreement does not provide any insurance coverage. _____ (Initial).

9. Consumption and Serving of Alcohol

Any activity held at the High River Library where liquor is served, requires that the Renter procure, post and provide a copy of the Liquor License to the High River Library prior to the event booking. As well, the Renter shall obtain host liquor liability insurance for the duration of the Rental Period and provide proof of insurance in the form of a certificate of insurance with the High River Library listed as “Additional Insured”.

The undersigned has read and on behalf of the Renter agrees to be bound by this Rental Agreement and the Terms and Conditions contained herein and attached hereto, and hereby warrants and represents that he/she executes this Agreement on behalf of _____ (name/group/organization) and has sufficient power, authority and capacity to sign this Rental Agreement.

NAME Renter (PRINT)

High River Library Representative (PRINT)

NAME Renter (SIGNATURE)

High River Library Representative (SIGNATURE)

Date

Date

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