

## BEAUMONT LIBRARY PROGRAM ROOM RENTAL CONTRACT

Date of Booking:

Time of Booking:

Contracting Party:

Contact Name:

Contact Phone:

Contact email:

For the purposes of this contract, “contracting party” refers to the entity or individual entering into this binding agreement with the Bibliothèque de Beaumont Library. The contracting party thus accepts the benefits and obligations specified herein.

The Bibliothèque de Beaumont Library agrees to provide the use of the Beaumont Library Program Room to the contracting party on the date and time outlined in this contract at a rate of \$25/hour, including partial hours.

To confirm your tentative rental, the following must be received at the Library by **[end of the week this is delivered to the contracting party]**:

- Signed, complete contract
- Payment for the rental

Upon receipt of this signed contract and payment, library 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 **[end of the week this is delivered to the contracted party]**, will result in your tentative booking(s) being cancelled.

The contracting party agrees to pay the amount(s) identified in this contract and any other amounts they may be required to pay due to rescheduling, cancellation, or additional charges, in accordance with the requirements of this contract. The contracting party 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 the signed contract to confirm your booking. For your convenience, a signed copy can be emailed to the Library staff member who sent you the contract. Payment must be made in person via cash, cheque, interact debit, VISA or Mastercard.

The Library 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 affects 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 bookings.

By signing this contract, you acknowledge that you have read and understood this contract and the Terms and Conditions on the following pages of this contract. For yourself, or on behalf of the contracting party 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 recognizes that it will breach this contract if:

- 1) It fails to pay any amounts due on their due dates
- 2) It contravenes any of the Terms and Conditions; or
- 3) 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 room.

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 Policy FAC-03, 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 the refund of fees.

This contract must be signed by an authorized signing officer of the contracting party. If the contracting party is not a legal entity, the signature of the individual assuming personal responsibility for the contract may sign.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date (month/day/year): \_\_\_\_\_

Staff Use (initial):	Cost/Hour	Total Hours	Total Booking Cost	Paid?

The information in this contract is collected under the authority of the Libraries Act and the Freedom of Information and Protection of Privacy Act. The information provided will be used for management and administration of room rentals.

## TERMS AND CONDITIONS

The contracting party's use of the Library program room is on the following terms and conditions:

- 1) The use of the Library facilities must not contravene Canadian laws, including the Criminal Code and the Alberta Human Rights Act, or provincial and municipal bylaws 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 the Bibliothèque de Beaumont Library.
- 3) The Library 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 Library, while in use in the Library, or while stored within the Library, however caused.
- 4) Library staff may, at any time, enter the rented 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 rented 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 the Bibliothèque de Beaumont Library.
- 6) The contracting party assumes full responsibility for the acts and conduct of their employees, agents, subcontractors, and volunteers that are admitted to the rented space during the contracting party's use. The Library retains the right to interrupt or terminate the use of the rented 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 staff members' sole discretion, there is a perceived violation of the Library's Patron Code of Conduct or these Terms and Conditions. The contracting party waives any right to damages or compensation should its use of the rented 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 Bibliothèque de Beaumont Library."
- 8) In preparing and carrying out the Event, the contracting party will comply with and be bound by the Bibliothèque de Beaumont Library's Room Rental 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 consumption of alcoholic beverages is not permitted in the Library, including the rented space.
- 2) The times written in the contract are firm. The Library reserves the right to deny future bookings if the rented space is not vacated by the designated time.
- 3) Room rental payments are non-refundable.
- 4) No assignment, re-assignment or sharing of the booking of the rented space can be made without prior approval in writing by the Library.
- 5) Spaces are booked “as is” with the contracting party being responsible for both setup and cleanup within the allotted timeframe.
  - a. The contracting party is responsible for set-up and take-down of tables, chairs, and equipment.
  - b. The space must be left in the same condition in which it was found.
  - c. Any costs incurred by the Library to bring the rented space back to its original condition will be the responsibility of the contracting party.
- 6) The Library shall not be responsible for procurement or transportation of outside materials, including but not limited to equipment, printed materials, supplies, advertising, or promotion of the event.
- 7) The Library shall not be responsible for advertising or publicizing any rental or for assisting with preparing for the booking.
- 8) 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.
- 9) Costs for removal or storage of any materials or equipment shall be borne by the contracting party. The Library does not provide storage space.
- 10) At no time during the space rental shall any exits be locked, covered, or obstructed during the event.
- 11) Library staff are not available to supervise or assist with activities carried out during room rentals.
- 12) No contracting party shall be allowed to monopolize space available for rent.
- 13) The library reserves the right to refuse or limit the use of the rental rooms to any group.
- 14) Breach of agreement by the contracting party shall result in immediate cancellation by the Library.