

LIBRARY RENTAL AGREEMENT

CONTACT NAME: GROUP OR ORGANIZATION NAME (IF APPLICABLE): MAILING ADDRESS: POSTAL CITY: _____ PROV.: _____ CODE: PHONE: ______ EMAIL: _____ Booking Type: □ Single Occurrence □ Recurring □ Partnership Rental Hours: A.M. Date(s): ТО A.M. Day/Month/Year P.M. ____ P.M. (including setup & takedown) Time of Event: \Box A.M. / \Box P.M. Name of Lambton County Library Location Type of Room Rental: □ Connection Cube (*No Charge*) (**SARNIA LIBRARY ONLY**) □ Rural Private Meeting Spaces (*No Charge*) □ Theatre (*\$20/hr*) (**SARNIA LIBRARY ONLY**) □ Dressing Room (*No Charge if used with Theatre booking*) □ West Room (*\$10/hr*) (**SARNIA LIBRARY ONLY**) □ East Room (*\$10/hr*) (**SARNIA LIBRARY ONLY**) □ Piano Practice (*\$10/hr*) (**SARNIA LIBRARY ONLY**)



Required Services/Amenities: SARNIA LIBRARY THEATRE ONLY

 Freight Elevator Coffee Bar Small Grand Piano Large Grand Piano Piano Tunings (<i>Fee required</i>) Podium 	\Box After-hours Maintenance (\$45,	Stands (<i>Quantity</i>) 15/hr) /hr)
Required Services/Amenities: OTHER		
 Projectors (<i>Quantity</i>) Screens (<i>Quantity</i>) Flip Chart (<i>Quantity</i>) 	□ Chairs (Quan	tity) tity)
Expected Attendance:		
rentals only, please indicate if	 Alcoholic Beverages (Attach copy of valid Special O Light Refreshments 	occasion Permit)
For rentals at Sarnia Library Theatre, is your event ticketed? \Box Yes \Box No		
If you selected yes, where are tickets available?		
	u would like the Library to conside , or make arrangements to send e	
For Sarnia Library Theatre rentals	s, a library team member will conta	ct you to confirm your booking.
Total Due: \$	Deposit Amount: \$	
Al	I fees are subject to applicable I	IST
of Information Act, R.S.C Coordinator, County of Lam	collected will be treated in accordance 0. 1990, CHAPTER M.56. Please forw bton, 789 Broadway Street, Box 3000 ne 519-845-0801, toll-free 1-866-324-	/ard any questions to: FOI), Wyoming, ON N0N 1T0, or
\Box I have read and agree to the Terms & Conditions attached hereto.		

Signature Page 2 of 5

TERMS & CONDITIONS

- 1. The user shall use the rental space for the identified purpose for which they are booking the rental space and for no other purposes for the duration of the rental period.
- 2. The user acknowledges they are aware of the suitability of the rental space for the purpose for which they are booking the rental space, without any obligation for Lambton County Library to alter or make changes to the rental space in any way, including its physical facilities.
- 3. The user is responsible to ensure that all persons entering the rental space for their booking shall be subject to and shall adhere to these Terms and Conditions, as applicable, and all applicable laws.
- 4. The user shall keep the rental space clean of debris at all times and shall maintain the rental space in a safe and orderly condition and maintain all reasonable and necessary safeguards for the safety of persons and property in the rental space or on Lambton County Library premises for the duration of the rental period.
- 5. The user is responsible for the organization, décor and set-up of the rental space for the purposes for which the user is booking the rental space.
- 6. For users renting at Sarnia Library Theatre and Meeting Rooms, the user shall provide Lambton County Library with a written space layout plan for their event no later than 14 days in advance of the rental date and employees will assist the user with set-up. For users requiring the services of a Sound/Lighting Technician, the user shall provide Lambton County Library with a written lighting and sound plan at least 14 days in advance of the rental date. These plans will outline the specifications for staging, floor plan, and for assembly and/or installation of any set or display in the rental space. Lambton County Library reserves the right to approve or deny a space layout or sound/lighting plans, in its sole discretion.
- 7. Should Lambton County Library determine, in its sole discretion, that the rental space requires more than regular cleaning after a rental or determine that equipment has been damaged while under the user's care, the user shall be responsible for all charges and fees paid by Lambton County Library to rectify such deficiencies and Lambton County Library will invoice the user for such charges. The user shall pay any such invoice within 30 days of receipt of same.
- 8. The user is solely responsible for ensuring the maximum capacity for the rental space is not exceeded.
- 9. Lambton County Library may, in its sole discretion, require security to attend the rental space during the user's booking on the rental date, at the user's sole cost, depending on the timing, size and type of function for the rental.
- 10. The user and all parties accessing the rental space in connection with the user's booking shall access and use the rental space at their sole and exclusive risk. Lambton County Library and The Corporation of the County of Lambton shall have no liability and/or responsibility whatsoever for any loss and damages suffered by the user or any persons using the rental space in connection with the user's booking,

including for any loss or damages arising out of damage to or theft of any user or other persons equipment and materials, save and except if such loss and/or damages arise solely from the wilful misconduct of Lambton County Library or The Corporation of the County of Lambton.

- 11. The user shall bear any and all costs and expenses to carry out all activities in connection with their booking of the rental space. The user acknowledges and understands that Lambton County Library has no responsibility to provide any services in connection with the user's booking, unless otherwise expressly agreed to by Lambton County Library, including but not limited to ticketing/box office services.
- 12. Lambton County Library reserves the right to enter the rental space at any time to inspect and approve the rental space, including but not limited to the audible level of sound and the conduct and performance of any persons in the rental space or on Lambton County Library premises.
- 13. Subject to the prior approval of Lambton County Library and its procedures and policies, alcoholic beverages may be served at the Sarnia Library Theatre and only as an adjunct to the user's purpose for renting the rental space. The user is solely responsible for ensuring that any alcoholic beverages are provided, served and consumed in compliance with all applicable laws, including, but not limited to, the *Liquor Licence and Control Act, 2019* (Ontario) and its regulations. The provision of alcoholic beverages is only permitted when the user, or the user's service provider retained by the user to serve alcohol during the user's rental period, as applicable, obtains the appropriate licence(s) from the Alcohol and Gaming Commission of Ontario and has provided a copy of that licence to the County prior to the user's booking.
- 14. Subject to the prior approval of Lambton County Library and its procedures and policies, food and non-alcoholic beverages may only be provided as an adjunct to the user's purpose for renting the rental space. The user is solely responsible for ensuring that any food and non-alcoholic beverages are provided and served in compliance with all applicable laws, including, but not limited to, the *Heath Protection and Promotion Act, 1990* (Ontario) and its regulations.
- 15. The User shall pay to Lambton County Library, within 30 days from the issuance of an invoice, the rental and other fees stated on any invoice issued to the user and shall make all payments payable to **The Corporation of the County of Lambton**.
- 16. The User acknowledges and agrees to the following:
 - a. all accounts in arrears will be subject to late fees as outlined in The Corporation of the County of Lambton's Services and Fees Schedule.
 - b. non-payment of rental fees may result in the inability to secure future bookings or may result in account details being shared with collections agencies for recovery of payment.
- 17. The user shall indemnify and save harmless Lambton County Library and The Corporation of the County of Lambton, and their councillors, officers, directors and employees from and against, any and all claims, demands, costs, damages, expenses and liabilities whatsoever arising from the actions, activities and presence of the user

and any other persons for whom the user is responsible in the rental space or adjacent lands, including, without limitation, any claims, demands, costs, damages, expenses, fines and liabilities arising out of the user's breach of any term of these Terms and Conditions, or breach of any applicable laws.

- 18. Lambton County Library may, in its sole discretion, require the user to obtain any policy of insurance, at its sole cost and expense, with limits as stipulated by Lambton County Library covering the use of the rental space by the user and other persons for whom the user is responsible for the duration of the user's booking. Any policy of insurance required by Lambton County Library shall include an endorsement adding The Corporation of the County of Lambton as an additional insured. If a policy of insurance is required by Lambton County Library, the user shall provide evidence of same in the form of a certificate of insurance to Lambton County Library prior to the user's booking.
- 19. The user may cancel their booking of the rental space upon providing at least 72 hours advance notice to Lambton County Library prior to the commencement of the user's booking. Deposits paid for rentals will only be reimbursed if the user has provided the appropriate notice. If the user fails to provide the appropriate notice, then a charge for the estimated session fees as outlined in The Corporation of the County of Lambton Services and Fees Schedule will apply.
- 20. Lambton County Library may cancel the user's booking upon providing seven days advance notice to the user prior to the commencement of the user's booking. Notwithstanding the foregoing, Lambton County Library may immediately cancel the rental upon the occurrence of an event or incident outside of the control of Lambton County Library, including, without limitation, storms, earthquakes, washouts, floods, acts of God, fire, riots, and labour strikes and lockouts.
- 21. The user shall remove any and all of its equipment and materials from the rental space at the conclusion of the rental period. In the event the user's booking is cancelled by either the user or Lambton County Library, the user shall remove any and all of its equipment and materials stored therein within no more than two days following the date of cancellation. If the user fails to remove its materials and equipment at the user's sole cost, risk, and liability, and the user shall reimburse Lambton County Library for all costs expended related thereto upon receipt of an invoice from Lambton County Library.