



# FACILITY USE AGREEMENT

MARKHAM PUBLIC LIBRARY

INVOICE #:	100701-MV
	YYMMDD-BranchCode

**Angus Glen Library**  
 3990 Major Mackenzie Road  
 Markham, L6C 1P8  
**Tel:** 905-513-7977 x7149  
**Fax:** 905-944-3801

**Milliken Mills Library**  
 7600 Kennedy Rd., Unit 1  
 Markham, L3R 9S5  
**Tel:** 905-513-7977 x5350  
**Fax:** 905-940-8326

**Unionville Library**  
 15 Library Lane  
 Unionville, L3R 5C4  
**Tel:** 905-513-7977 x5518  
**Fax:** 905-477-8608

**Markham Village Library**  
 6031 Highway 7 East  
 Markham, L3P 3A7  
**Tel:** 905-513-7977 x4251  
**Fax:** 905-294-7586

**Thornhill Community Centre Library**  
 7755 Bayview Avenue  
 Thornhill, L3T 4P1,  
**Tel:** 905-513-7977 x3564  
**Fax:** 905-881-2935

**Thornhill Village Library**  
 10 Colborne Street  
 Thornhill, L3T 1Z6  
**Tel:** 905-513-7977 x3480  
**Fax:** 905-881-0149

ORGANIZATION \_\_\_\_\_ CONTACT NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY / POSTAL CODE \_\_\_\_\_

PHONE NO. \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

NATURE OF MEETING \_\_\_\_\_

Day(s) Required							Date Required	Time Required	# of hours	Area(s) Requested
S	M	T	W	Th	F	S				
S	M	T	W	Th	F	S				
S	M	T	W	Th	F	S				
S	M	T	W	Th	F	S				

### Mandatory General Liability Insurance

Sports Can Insurance Purchased (please refer to the current rates)

Insurance provided by Lessee  
 Copy of Certificate received

Equipment Options (check box if required)	Rental Charges
Chairs - Total number:	Charge for use of space
Tables - Total number:	Hours: X Rate: \$
Set Up ( <b>\$20 per event</b> )	Set Up by Library Staff \$
Flipchart Stand (paper & markers not included)	Equipment Charge \$
Microphone & Speaker <b>\$5/hour</b>	Subtotal \$
Overhead Projector <b>\$5/hour</b>	
TV/VCR/DVD Combo <b>\$10/hour</b>	13% HST (Reg. No.:10812 8034TR0001) \$
LCD Projector <b>\$20/hour</b>	<b>Total Rental Charges</b> \$
	<b>Total Insurance Charge (PST incl.)</b> \$
	<b>GRAND TOTAL</b> \$

\*Reservations not guaranteed until payment has been received in full. Rentals during hours of operation must be vacated 15 minutes prior to closing. Please make cheque payable to the branch indicated above. \$31 charge will be assessed for N.S.F. cheques.

### Cancellation Policy:

- No refund will be made if an individual or group fails to notify 7 days in advance of an intended cancellation.
- Should a group or individual cancel a booking more than 7 days in advance of the rental date, the Library will refund the full amount paid minus a \$20.00 administrative fee. If the booking fee is less than \$20.00 no refund will be made.

DATE \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

(STAFF TO COMPLETE THIS SECTION)

## Confirmation of Reservation

Payment Received (please check one)  A.E.  Cash  Cheque  Debit  MasterCard  Visa

DATE \_\_\_\_\_

AUTHORIZED SIGNATURE FOR LIBRARY \_\_\_\_\_

# TERMS AND CONDITIONS OF USE

The Applicant's use of Library premises is on the following terms and conditions:

1. The Applicant certifies that the signatory for the contract is the authorized representative of the Applicant and has the full authority to execute the contract and to bind the Applicant in respect of any other matter regarding the use of the Premises including General Liability Insurance and the supplied equipment.
2. The Library grants to the Applicant the non-assignable right to use the Premises and any supplied equipment solely for the purposes and on the dates and times stated on the contract. **The time period for use of the Premises must include the time required to prepare the Premises for use and to clean up the Premises after use.**
3. The Applicant agrees that:
  - No refund will be made if the Applicant fails to notify 7 days in advance of an intended cancellation.
  - Should the Applicant cancel a booking more than 7 days in advance of the rental date, the Library will refund the full amount paid minus a \$20.00 administrative fee. If the booking fee is less than \$20.00 no refund will be made.
4. **The Applicant is solely responsible for the set-up and take down of the Premises and supplied equipment for use.** Applicants may arrange for set up and take down by Library staff for a nominal fee. Set up requests must be made 14 days prior to the event. The Applicant shall not cause or permit the Premises or any supplied equipment to be defaced, injured or damaged in any way. The Applicant shall be responsible for any and all damage caused by its use of the Premises or the supplied equipment **and shall return the Premises and supplied equipment to the Library in the same condition as when their use began.** The Applicant shall pay to the Library, on receipt of an invoice, the reasonable cost of any and all repairs required to be made to the Premises or supplied equipment as a result of their use by the Applicant or any of its employees, invitees, attendees or guests.
5. In using the Premises and the supplied equipment, the Applicant will comply with all applicable federal, provincial and municipal laws, by-laws, policies and regulations including the Library's Rules of Conduct. The Applicant will ensure that all those in attendance on the Premises during the period of the Applicant's use will comply with such laws, by-laws, policies, regulations and rules.
6. **Any property of any kind brought on the Premises by the Applicant, its employees, invitees, attendees and guests, are at the sole risk of the Applicant and shall be promptly removed from the Premises after use of the Premises.** If the Applicant fails to vacate the Premises at the end of the period of use, the Library may remove property of any kind and dispose of it at the Applicant's expense. The Library shall not be liable for damages or loss as a result of any removal or disposal of any property in accordance with this paragraph.
7. The Applicant assumes full responsibility for the acts and conduct of all persons admitted to the Premises during the Applicant's use. The Library retains the right to interrupt or terminate the use of the Premises or to eject any person if designated Library staff members, in their sole discretion, consider it to be necessary in the interests of public order or safety. The Applicant waives any damages or compensation should its use of the Premises be so interrupted or terminated.
8. The Applicant agrees that:
  - a) The activities of the Applicant shall at all times shall be subject to the reasonable control of the Library. The Applicant agrees to take steps, as requested by Library, to avoid interference with the normal operations of the Library.
  - b) **Rentals during hours of operation will be vacated 15 minutes prior to closing.**
  - c) no games of chance, including bingo and lotteries, may be conducted on the Premises;
  - d) no charitable fundraising is permitted on the Premises unless authorized by the Markham Public Libraries Board;
  - e) no goods may be sold on the Premises unless authorized by the Markham Public Libraries Board; and
  - f) preparation and distribution of all publicity or marketing materials respecting any event to be held on the Premises are the sole responsibility of the Applicant, but all such materials must be approved by the Library prior to their distribution or circulation. No publicity or marketing materials shall be posted on Library premises without prior approval by the Library.
9. The Applicant is responsible for any costs associated with its use of the Premises or the supplied equipment which are not specifically identified in the contract, excluding the supply of any utilities to the Premises.
10. **The Applicant shall be in default of these Terms and Conditions if it fails to pay any amounts due on their due date, if it breaches any of the Terms and Conditions, or if it poses a risk to the health and safety of the public or Library staff. If the Applicant is in default, the Library may, in its sole discretion, terminate the use or intended use of the Premises without refunding any of the payment and shall be under no obligation to allow the Applicant to use the Premises in the future.**
11. In addition to the Library's right to terminate the Applicant's use of the Premises identified elsewhere in these Terms and Conditions, the Library, in its sole discretion, may terminate the Applicant's right to use the Premises if:
  - a) it becomes aware of a use that is contrary to law;
  - b) the Applicant has misrepresented anything in its contract;
  - c) there is a likelihood of harm to any person or property;
  - d) it becomes aware that the Premises are intended to be a permanent or long-term location for the Applicant's activities;
  - e) the Applicant has previously misused the Premises or other Library facilities or materials or has failed to pay any fees of any sort owing to the Library; and
  - f) the Applicant has failed to make full payment for use of the Premises by the time of confirmation of booking of such use.
12. If the ability of the Library to provide the Premises for the Applicant's use is rendered impossible due to matters beyond the Library's reasonable control including, but not limited to, damage to the Premises and labour disruption, then this contract shall be terminated and the Applicant shall be entitled to a refund of the fees it has paid to the Library. The Applicant waives any claims for damages or compensation on account of such termination other than the refund of fees referred to above.

I have read, understand and agree with the TERMS AND CONDITIONS OF USE above. Initials \_\_\_\_\_