

The United Townships of Head, Clara & Maria



Community Hall Rental Agreement

Lessee Name			
Lessee Organization (if Applicable)			
Address			
Phone contact			Alternate Phone #
Date Reserved		From -	a.m. p.m.
		To -	a.m. p.m.
Type of Function			
Applicable Rate (may include deposit)	\$		
Deposit	\$	Date Received	Date Refunded
Liquor License Special Occasion Permit Required	Yes		No
Proof of Liquor License	Date Received		
Proof of Insurance	Date Received		
Will Food be Served?	Yes		No
Special Events Food Vendor Application Provided to Lessee	Date Provided		
Anticipated Attendance			
Key Signed out By			Date
Key Returned By			Date

General Conditions

1. Rental fees are due upon signing and if not paid by the date of reservation, management has the right to refuse the Lessee access to the facility and the deposit shall be forfeited.
 - a. The Lessee shall sign the contract and provide payment at least one week before the scheduled event or may forfeit their reservation.
2. The rental fee will be as per the Township fee schedule which may change from time to time.
3. The lessee is responsible for any loss or damage to the hall, the adjoining buildings, property and all fixtures and chattels, thereof.
 - a. The deposit (which will be applied against any loss or damages to the Township Hall and surrounding property) will be refunded within 10 business days after the event providing no damage was sustained to Municipal property.
 - b. If there is damage, the deposit will be used to compensate the municipality and will not be refunded.
4. The Township is not responsible for injuries to users of the facility beyond those imposed under the Occupier's Liability Act and does not assume any responsibility for articles lost or stolen.
5. The Lessee is responsible for the security of the building while in possession of the facility key.
 - a. The Lessee is responsible for ensuring that the building is secured and that the key is returned promptly to the Municipal office after the event.
6. If food that has not been prepared on site is to be served or if food is to be sold at this event a "Special Events Food Vendor Application" will be required to be completed in full and forwarded to the Renfrew County Board of Health at least 10 days prior to the event for their approval.
 - a. Details are on the application available at the Municipal office.
 - b. It is the Lessee's responsibility to submit the application and follow all Board of Health regulations.
7. This rental agreement will include the use of the hall and kitchen and all fixtures and chattels.
 - a. Excepting those items labelled as belonging to private organizations, all EQUIPMENT in the kitchen is included in this agreement.
8. Water for drinking/cooking purposes, disposable beverage (beer) glasses and paper products (paper towels, garbage bags, soap, toilet tissue) shall be provided by the Townships.
 - a. All other consumables must be provided by the Lessee.
9. The facility must be cleaned (dishes washed and put away, decorations down, tables cleaned, garbage in bags, etc.) and all personal material removed within 12 hours of the end of the event, unless other arrangements have been made previously with the Administration staff.

10. Special arrangements may be made to access the hall prior to your event to arrange for decorating or set-up. Please speak with Administration staff prior to the event.
 - a. Depending on the length of time and materials to be left unattended an additional waiver may be required.
11. The Township assumes no responsibility for items left in the Hall prior to or after the event.
12. The Lessee is responsible for knowing and enforcing the occupancy limits of the building and ensuring that fire exits are clear at all times. (These items are posted in the hall. If in doubt speak to Admin staff.)

Special Occasion Permits

13. If the rental is for an event where a Special Occasion Permit (SOP) is required, the Lessee will provide proof of liability insurance to municipal staff prior to event opening.
14. If the event is licensed under an SOP, the Municipality requires the applicant to carry Comprehensive General Liability Insurance in an amount not less than Two Million Dollars per occurrence.
 - a. This insurance will be carried for the rental period and will have the Municipality shown as an additional Insured to the policy.
15. As part of the consideration for the Municipality renting the above-noted facilities to me/us, I, on behalf of myself, the renting organization and its members agree to release and discharge, and to indemnify and save harmless the Municipality from and against all claims and proceedings, by whomsoever made or brought, in respect of any cost, losses, damage or injury arising by reason of my/our use of the rented facilities.

Initials: _____

16. For those lessee's operating under a Special Occasion Permit issued by the province of Ontario the following must be noted and agreed to. I agree to comply with all applicable policies, laws and regulations.

Initials: _____

17. Further, I have read, fully understand and promise to comply with the information contained in the four paged Special Occasion Permit Important Information document created by the Alcohol and Gaming Commission of Ontario and the Municipal Alcohol policy as provided by the Municipality.

Initials: _____

18. I acknowledge that:

- a. The Lessee agrees to ensure that no alcoholic beverages are consumed on the premises unless the lessee is in possession of a valid Special Occasion Permit (SOP).
- b. It is the Lessee's responsibility to supervise and police the function to avoid any infractions of the *Liquor Licence Act, 1990*, the *Private Security and Investigative Services Act, 2005*, any of their Regulations, all conditions of this rental contract and all municipal policies.
- c. All servers shall have successfully completed a Smart Serve, Service Training Program and shall carry evidence of it at all times.
 - i. Should a server fail to provide the AGCO Enforcement Inspector with a copy of their Smart Serve Card they, and you, may be charged.
- d. Under the *Private Security and Investigative Services Act, 2005* all "bouncers" or "security" personnel, excluding true volunteers, must be licensed.
 - i. It is the responsibility of the SOP holder to ensure that all applicable security staff is licensed and wearing appropriate uniforms.
 - ii. All licensed security personnel must carry their identification cards on their person and show the cards to anyone who asks, even a member of the general public.
- e. The Lessee is responsible for security of the parking lot and smoking areas and for ensuring that there is no alcohol outside the hall or in any other unlicensed area.
- f. For safety reasons - no beer (or other) bottles are allowed outside the bar area. Plastic cups are provided by the Municipality for these beverages.
- g. Fundraising Events are held to raise funds for charitable, educational, religious or community objects only.
 - i. Applicants must be a registered charity or non-profit corporation, or association organized to promote charitable, educational, and religious or community objects.
- h. Receptions are private events for invited guests only.
 - i. Receptions are to be held with no intention of financial gain or profit.
- i. A permit holder shall not advertise a reception, the sale of liquor or the availability of liquor without prior approval of the Registrar of Alcohol and Gaming.
- j. The maximum capacity for the hall is as posted and determined under the *Building Code Act, 1992* and the *Fire Prevention and Protection Act, 1997*.
 - i. The maximum capacity shall not be exceeded at any time.
 - ii. The calculation of maximum capacity includes all individuals present including but not limited to guests, staff, servers, volunteers, entertainers, security, Enforcement Inspectors, etc.

- k. The permit holder shall provide security to ensure that unauthorized persons do not attend the event and to ensure that the conditions of the permit and requirements of the Act are observed.
- l. The permit holder may sell, keep for sale or serve only the quantity and type of liquor authorized under the permit and purchased from a government store.
- m. The permit holder shall not sell or serve liquor unless there is an adequate supply of food sufficient to serve the persons attending the event to which the permit applies.
 - i. This means 3-5 different types of food, excluding snacks such as peanuts, pretzels or chips.
 - ii. E.g. If you have 90 people at your event, you must have food for 90 people available at all times.
- n. The permit holder shall ensure that a variety of non-alcoholic beverages are sold or served on the premises to which the permit applies.
- o. The permit holder shall ensure that, before liquor is sold or served to a person apparently under the age of nineteen, at least one item of photo identification of the person is requested and inspected.
 - i. Acceptable forms of identification are listed in the *Liquor Licence Act - O. Reg. 389/91*.
- p. The permit holder is responsible for ensuring that no minors are consuming alcohol.
 - i. This includes checking for ID so that minors are not sold drink tickets or served alcohol.
 - ii. It also includes ensuring that older individuals do not serve minors and ensuring that a minor does not "steal" or "share" a drink with someone who is not a minor, including his/her parents.
- q. The permit holder shall not permit intoxication, drunkenness or riotous, quarrelsome, violent or disorderly conduct to occur on the premises to which the permit applies or the surrounding area.
 - i. The individual who is "cut off" needs to be evicted from the venue immediately and not allowed re-entry.
- r. The permit holder and servers are responsible for any intoxicated person until he/she is sober or turned over to a reliable caretaker - spouse, police etc.
- s. The permit holder shall post the permit and levy (receipts) in a conspicuous place, normally right at the bar.
- t. The permit holder shall post a copy of the "Sandy's Law" poster at the bar.
- u. The permit holder shall remove all evidence of the service and consumption of liquor within 45 minutes after the end of the period during which the licence applies.
 - i. Consumption outside the posted hours is a violation of the permit.
- v. The permit holder (or designate) shall attend the licensed event and remain at the event at all times.

- w. The permit holder shall keep records describing all purchases, sales and stocks of liquor and food purchased under the permit.
- x. An incident log will be used to record any infraction - who, what, where, when and how it was handled.
- y. The permit holder will ensure that there is no consumption of alcohol behind the bar. To be intoxicated behind the bar is an offence.
- z. At no time will alcohol be used as a prize for any type of raffle, lottery or contest.
- aa. At no time will alcoholic drinks be priced below \$2.00 per drink.

Note: Although the contents of this agreement are included for educational purposes it does not constitute all of the requirements or conditions governing the sale of alcohol. It is by no means a conclusive list of the lessee's obligations or responsibilities and should not be construed as such. It is your responsibility as an SOP holder to know and follow the law.

Initials: _____

THE LESSEE HEREBY AGREES TO ABIDE BY ALL APPLICABLE REGULATIONS DURING THE RENTAL OF THE FACILITY FROM THE TOWNSHIP ON THE DATE AND AT THE RATE SHOWN. THE LESSEE FURTHER ACCEPTS ALL OF THE ABOVE CONDITIONS AND ACKNOWLEDGES THAT SHOULD THEY FAIL TO COMPLY WITH THEIR OBLIGATIONS AS LISTED ABOVE AND UNDER LAW, THEIR EVENT MAY BE CLOSED DOWN BY THE MUNICIPALITY, THE ONTARIO PROVINCIAL POLICE OR AN ALCOHOL AND GAMING COMMISSION OF ONTARIO ENFORCEMENT INSPECTOR.

SIGNATURE OF
LESSEE: _____

SIGNATURE OF
MUNICIPAL REP _____

DATE: _____

Additional Information, Conditions or Agreements.
