

# The United Townships of Head, Clara & Maria



## Municipal Property Rental Agreement

Lessee Name (Organization Representative)			
Lessee Organization (if Applicable)			
Address			
Phone contact			Alternate Phone #
Date Reserved			Time From -                      a.m. p.m. To -                         a.m. p.m.
Type of Function	Anticipated Attendance		
Facility Leased	Municipal Hall   Kitchen   Bar   Baseball Diamond		
Applicable Rate (may include deposit)	\$		
Fee and Deposit (Indicate if deposit included)	\$	Date Received	Date Refunded
Liquor License	Yes	No	
Special Occasion Permit	Yes	No	
Proof of Liquor License	Date Received		
Proof of Insurance	Date Received		
Will Food be Served and/or Sold?	Yes	No	
Special Events Food Vendor Application Provided to Lessee	Date Provided		
Key Signed out By			Date
Key Returned By			Date

## Table of Contents

CONDITIONS OF RENTAL (Please Read Carefully Before Signing)	2
A Definitions	2
B Deposits, Cancellations and Damages	2
C Conditions of Deposit Return	3
D Indemnity and Insurance	3
E Food Vending Requirements	4
F Rental Inclusions	4
G Access to Hall	5
H Event and Restrictions	5
I Licensed Events	6
J Lessee Responsibilities	6
K Emergency Contacts	6
L Severability	7

## CONDITIONS OF RENTAL (Please Read Carefully Before Signing)

### A Definitions

1. "Lessee" the individual or organization leasing the property from the municipality;
2. "Municipality" refers to the Corporation of the United Townships of Head, Clara & Maria, its officers, directors, members, volunteers and employees.
3. "Rental Fee" the amount of money charged by the municipality for the rental of municipal property.

### B Deposits, Cancellations and Damages

1. The Lessee(s) shall pay to the Municipality the sum of \$\_\_\_\_\_.00 being hereinafter referred to as the "Rental Fee" in full at least one week prior to the scheduled event or risk forfeiture of the reservation
2. The rental fee will be determined as per Municipal policy and the Municipal fee schedule which may be amended by Council from time to time and depending on the event may include a deposit.
3. In the event that the reservation is cancelled by the Lessee without fourteen (14) days prior notice or in the event the tasks set forth below are not performed by the lessee, the Deposit portion of the Rental Fee shall be retained by the Municipality as liquidated damages.

4. 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 unless other arrangements have been made.
5. The lessee is responsible for any loss or damage to the hall, the adjoining buildings, property and all fixtures and chattels, thereof. If damage has been sustained, the deposit will be used to compensate the municipality and will not be refunded.

## C Conditions of Deposit Return

1. The facility must be cleaned and all personal material removed within 12 hours of the end of the event, unless other arrangements have been made previously with Administration staff. Failure to complete these activities will be grounds for forfeiture of the deposit.
2. Applicable deposits (which will be applied against any loss or damages to the Township Hall and surrounding property) will be returned only if the following conditions are satisfied:
  - a) No property or chattel damage.
  - b) Coffee pots and dishes washed and put away.
  - c) Coffee machine and kettles unplugged
  - d) Dishwasher emptied, cleaned and turned off.
  - e) Decorations removed.
  - f) Recyclables placed by the kitchen back door.
  - g) Garbage collected and bags placed in receptacle outside back door.
  - h) Table tops and counters washed. Spills wiped up.
  - i) Lights off.
  - j) Doors locked.
  - k) Heat/air conditioning thermostat set per instructions.
  - l) Key returned to proper person or agreed upon location.
3. Once the event is held and all duties of the lessee under this agreement have been, in the opinion of the Municipality properly executed, the Deposit Amount will be returned within 10 business days.

## D Indemnity and Insurance

1. This rental agreement shall be governed by the laws and regulations of the Province of Ontario.

2. The Municipality 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.
3. A valid certificate of insurance indicating in force liability insurance shall be provided to the Municipality at least ten (10) days prior to the event.
4. The Lessee is responsible for the security of the building while in possession of the facility key and during the time of rental as indicated in this agreement.
5. 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. As part of the consideration for the Municipality leasing the above-noted facilities to the undersigned, I/we, on behalf of myself, the renting organization and its members agree to release and discharge, and to indemnify and save harmless the Municipality, its officers, directors, members, volunteers and employees (collectively the "Municipality") from and against all actions, claims and proceedings, compensation, consequential and punitive damages, by whomsoever made or brought, in respect of any cost, losses, damage or injury, illness or death arising by reason of my/our lease and/or use of the rented facilities described in this agreement.

Initials: \_\_\_\_\_

## E Food Vending Requirements

1. 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 either from the Municipal office or from the County Health Unit.
  - b) It is the Lessee's responsibility to submit the application and follow all Board of Health regulations.

## F Rental Inclusions

1. This rental agreement will include the use of the municipal Community Centre hall, yard and kitchen including all fixtures and chattels.

2. Excepting those items labelled as belonging to private organizations, the use of all equipment in the kitchen is included in this agreement.
3. The following products shall be provided by the Municipality and are included in the lease agreement:
  - a) Disposable beverage glasses (large 14 - 16oz. and small 7 - 9 oz. sizes) as well as coffee cups;
  - b) Coffee, tea, coffee filters, sugar and sweetener;
  - c) Paper products (napkins, paper towels, garbage bags, toilet tissue);
  - d) Dish, dishwasher and hand soap;
  - e) Saran wrap and foil;
  - f) Chafing dish fuel;
4. All other consumables must be provided by the Lessee.

## G Access to Hall

1. Special arrangements may be made to access the hall prior to your event to arrange for decorating and/or set-up pending availability. Please speak with Administration staff prior to the event.
2. Depending on the length of time and materials to be left unattended an additional waiver may be required releasing the municipality from liability for materials left in the facility.
3. Notwithstanding number 2 above, the Municipality assumes no responsibility for items left in the Hall prior to or after the event.

## H Event and Restrictions

1. Event Restrictions:
  - a) No illegal activities or drugs.
  - b) No firearms.
  - c) No taping, nailing or thumb tacking of decorations or signs to any wall, door or ceiling unless painters tape which will not leave marks or damage is used or tacks are inserted in trim, in a position where marks will not be readily noticed.
2. During the event alcoholic beverages are to be released by and are to remain in the care, custody and control of the bartenders under appropriate licenses.
  - a) No alcoholic beverages may be removed from the building at any time during your event.

3. The premises shall be used for the type of event described above and for no other purpose. The Lessee shall be responsible for all persons who attend the function and shall ensure that all persons act in an orderly, responsible and safe manner.
4. The Municipality retains the right to terminate the event or expel any person or persons who are deemed to be unruly, unsafe, acting with dangerous behavior or who are in violation of any other clause of the contract. The OPP will be called to enforce this clause if applicable.
5. The lessee shall be responsible for any damage to the leased premises during the subject rental, regardless of cause and shall promptly reimburse the organization in full for such damages in excess of the deposit amount.

#### I Licensed Events

1. If this event is to include the service and/or sale of alcohol, the Municipal Alcohol Policy shall be complied with. Please obtain a copy of the Municipal Alcohol Policy and meet all requirements and conditions therein.

#### J Lessee Responsibilities

1. 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 prior to the event.)
2. The Municipality is responsible for posting same in prominent locations within the facility.

#### K Emergency Contacts and Municipal Rights

1. Municipal Social Committee volunteers will work with the lessee to organize and manage their event ensuring that the lessee is aware of and complies with Municipal policy.
2. A volunteer will be available for consultation and direction prior to and during your event.
3. The Municipality reserves the right for its members, representatives, staff, volunteers and agents to have free access and the right to enter the premises.
4. The following persons should be contacted if problems arise during the event:

a) The volunteer contact for your event;

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

b) All other issues - Melinda Reith 613-586-2753.

## L Severability

1. In the event that any court of competent jurisdiction finds that any provision of this rental agreement is unenforceable, all other provisions of this agreement shall survive and continue in full force and effect.

## Signature Page

By signing below, I/we the undersigned agree that I/we shall abide by all applicable regulations and/or Municipal policies during the rental of the facility from the Municipality on the date and at the rate shown. I/We further agree to accept all of the above conditions and acknowledges that should I/we fail to comply with our obligations as listed above and under law, our event may be closed down by the municipality, the Ontario Provincial Police or an Enforcement Inspector of the Alcohol and Gaming Commission of Ontario and rental may be refused in the future.

\_\_\_\_\_  
Name of Lessee (print)

\_\_\_\_\_  
Name of Lessee (sign)

\_\_\_\_\_  
Name of Lessee (print)

\_\_\_\_\_  
Name of Lessee (sign)

\_\_\_\_\_  
For the Organization (print name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
For the Municipality (print)

\_\_\_\_\_  
For the Municipality (sign)

\_\_\_\_\_  
Date

Addendums (Initial each): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_