

**Municipality of Highlands East
Facilities - Rental Agreement Form**

Lloyd Watson Memorial Centre –
Contact: 705-448-2981
Robert McCausland Centre –
Contact: 705-448-2981

Cardiff Community Centre –
Contact: 705-448-2981
Highland Grove Community Centre –
Contact: 705-448-2981

Keith Tallman Memorial Arena -
Contact: 705-448-2772 or 705-448-2981

Wilberforce Curling Club -
Contact: 705-448-3807 or 705-447-0197

Facility Availability must be confirmed with Office Staff prior to submission of this Rental Agreement

Individual/Group in Charge:	
Type of Event:	
Renter Address:	
Telephone Number:	(H): () _____ (B): () _____ Ext. _____ (C): () _____
Email Address	

*****Inflatable devices (bouncy castles) are not permitted*****

(Dates shown mm/dd/year)

Event Date: # of people attending the function:

Start or Set-up Date: Time: to

Take down Date: Time: to

Small Room/Lounge & Kitchen

Total Hall (Includes Kitchen)

Facility Rental Rate: + HST (13%) = _____

All events require a minimum of \$2 million liability insurance, which can be purchased through the Municipality of Highlands East. Do you wish to purchase insurance? **Yes** **No**

Ins. Fee: (2M) or (5M) Rate X Hrs + PST (8%) = =

Security Deposit:

Total Due:

Security Deposit Refund Date:

Fee Waiver Request (form attached) Yes No

Additional Requirements:

Is the event for youth ages 13-17?	Yes	No	Food will be available	Yes	No
Alcohol will be available	Yes	No			

Documents Required

- Copy of Liquor License (if applicable)
- Copy of Special Events Permit (HKPR Health Unit) if applicable
- A certificate showing Municipality as third party insured (if applicable)
- Copy of Smart Serve Certificate for each server (if applicable)

Access to the facility permitted only when the above conditions are satisfied.

In Consideration of the Corporation of the Municipality of Highlands East permitting the use of the Municipality's facility, the Renter agrees to release and discharge, and to indemnify and save harmless the Municipality, its agents, servants, and employees from and against all suits, claims, proceedings, causes of action, demands, costs and expenses whatsoever arising by reason of the acts or omissions of the Renter, the Renter's invitees or those others for whom the Renter is responsible in law with respect to the Renter's use of the facility.

The Renter is not permitted to assign the terms of this Agreement to any other person, persons or entity, under any circumstance without the Municipality's prior written authorization to be in the Municipality's sole and absolute discretion. For greater clarification, the signing party below undertakes that it shall be the only party eligible for the Rental terms as agreed upon herein. Violation of this provision is cause for the cancellation of this Agreement.

I, the undersigned, understand and accept all the rules and conditions established for the rental of any of the Municipality of Highlands East facilities when rented for any function.

I also agree to be responsible for any and all damages incurred in and to the facility rented.

Date:

(Signature of Renter)

(Signature of Highlands East Staff)

Notes:

Office Use Only

Copies to: Customer

Rental Agent

Custodian

Post-Event Inspection:

Deposit to be refunded

Sports and Recreation Activity Agreement

“Smoke-Free Building”

As per Resolution #2004-200 passed May 11, 2004 “Be it resolved that the council for the Municipality of Highlands East declares all municipal buildings “smoke-free” effective January 1, 2005.

Certification

I understand that alcohol cannot be consumed in the Municipality of Highlands East facilities and area in compliance with the Liquor License Act of Ontario and the Municipal Alcohol Policy unless a Special Occasion Permit and Party Liability Insurance are obtained.

If there is no liquor permit taken out for a function and the Property Supervisor or his/her designate (i.e. Custodian) finds liquor on the premises, the function will be closed immediately. Failure to comply with these conditions will result in the O.P.P. being called by the Property Supervisor or his/her designate.

I understand that if any member of my team is consuming alcohol in these facilities or areas, a letter of warning will be issued advising of the policy violation and indicating that no further violations will be tolerated. Independent action can be taken by the Ontario Provincial Police.

I understand that if any member of my team violates the policy within one year of receiving a warning, our group will be suspended from using any Municipality of Highlands East facility or area for a period of one year.

(Renter: Initials)

(Date)

Indemnity & Release

I/we hereby release, waive and forever discharge The Municipality of Highlands East from all claims, damages, costs, expenses, actions and cause of action, whether in law or equity, in respect of death, injury or loss or damage to my person or property howsoever caused, arising or to arise by reason of my/our participation, whether as a spectator or participant by the negligence of the aforesaid.

I/we further here undertake to hold and save harmless and agree to indemnify all of the aforesaid from any and all liability incurred by any or all of them arising as a result of in any way connected with my/our participation. By signing this form, I/we acknowledge having read, understood and agreed to this waiver, release and indemnity.

(Renter: Initials)

(Date)

Municipality of Highlands East Rental Conditions and Information

Please Read The Rental Agreement, Conditions And Information Carefully. Sign And Date Original, A Photocopy Will Be Given To You For Your Records When Submitting Your Payment. If We Can Be Of Further Assistance, Please Call The Main Office In Wilberforce At 705-448-2981.

General

1. Full rental fee is due seven (7) days prior to the start of the event.
2. A booking deposit for the rental is due at the time of the booking. The booking deposit will be equal to fifty percent (50%) of the total rental rate. The booking deposit is non-refundable within seven (7) days of the start of the event.
3. The balance of the rental fee shall be made with the booking deposit by a cheque post dated to seven (7) days prior to the start of the event or by cash.
4. A security (damage) deposit of \$100.00 or fifty percent (50%) of the rental rate (whichever is greater) is required at the time of booking. The security deposit will be refunded by the Municipality less any charges for damage or additional cleaning required as a result of the event. The Renter is responsible to pay for any damages in excess of the security deposit.
5. Do **Not** move/change the position of lounge furniture in any facility. If you require additional seating or reconfiguration of furniture provide a layout of desired arrangement to the rental agent seven (7) days prior to function.
6. All required documents (Special Occasion Permit, Insurance) are required seven (7) days prior to the event.
7. Renters are to stay within the agreed start and end times for the rental. Other facility users may have booked the facility before or after your rental times.
8. The Renter must be a minimum of nineteen (19) years of age to rent the facility.
9. The Renter is responsible for any damage to the premises and/or equipment and for any personal injuries caused while renting or using the facility.
10. The entire facility is smoke-free, as of January 2005. The Renter is responsible to ensure that smoking does not occur. Should evidence of, or damage from, smoking be found, the Municipality will use the Renter's security deposit to cover cleaning and repairs, and the Renter may be charged additional fees for damages in excess of their deposit.
11. All facilities are rented in an as is condition. Failure to maintain the condition will result in the deposits potentially not being refunded or additional costs being charged.

(Renter: Initials)

(Date)

12. Confetti, sparklers or open flame items are not permitted in the facility or on the facility grounds. If candles or lighting devices with open **flames are required they shall be securely supported in non-combustible holders and located and protected so that** combustible materials will not come into contact or be ignited by the flames as per the Ontario Fire Code 2.4.4.1.(3) (a).
13. The Municipality of Highlands East shall not be responsible for lost or damaged property owned or used by the Renter, whether the lost or damaged property is under the care, custody and control of the Municipality or not.
14. Non-compliance with the terms and conditions of this Agreement may result in the cancellation of the Renter's function. The Municipality of Highlands East reserves the right to cancel any function in the facility at any time.
15. Schools/groups using the facility for Gym-Children must wear clean inside shoes.
16. All other groups must also wear inside shoes – No Black Soles – No Boots.
17. With the exception of service animals, any animals brought onto the premises for any period required advanced written notification and authorization from the Municipality of Highlands East.
18. Due to lack of space no storing of equipment is allowed.

Cancellation Policy

19. The agreement is subject to the availability of the facility on the date(s) and time(s) shown on page 1. The Municipality of Highlands East reserves the right to cancel this agreement in the event of an unforeseen and extenuating circumstance where other public use of the facility is required. The Renter will relinquish use of the premises upon being given notice by the Municipality of Highlands East. One such example would be the facility being required as a warming/cooling/reception centre for emergency purposes.
20. In the event of cancellation, a written cancellation must be provided to the Municipality of Highlands East by email (info@highlandseast.ca) or in writing to the address on this Facility Rental Agreement and the following policy shall apply:
 - If cancellation is received more than 30 days prior to the facility usage, the Renter will be reimbursed all fees with the exception of a \$50 administrative fee.
 - If cancellation is received less than 30 days prior to the event, the Renter will be reimbursed 50% of the total rental fees.

The Municipality reserves the right to cancel a booking or terminate this agreement.

- The Municipality will not exercise its right to cancel a booking in an unreasonable manner and will provide as much notice to the Renter as possible. The Municipality will cancel only if it is unable to hold up its obligations for reasons including but not limited to emergency conditions. The Municipality will endeavor to provide the Renter with an alternate facility. If the alternate facility is not suitable to the Renter, as much notice as possible will be given and the full fees will be reimbursed.

- Where the Municipality cancels a booking for any reason within this agreement, the Renter agrees that the Municipality is not responsible or liable for any loss or damage suffered by the Renter.

Legal Compliance, Certificates And Permissions

21. It is the responsibility of the Renter and their guests to adhere to all federal, provincial, district and municipal laws/by-laws and regulations.
22. Do not block exit doors with tables, chairs, etc.
23. It is the Renter's responsibility to ensure that they are insured for the event. The facility is insured for liability Insurance in the minimum amount of two million dollars for the rental period and the insurance certificate **must** name the "Corporation of the Municipality of Highlands East" as an additional insured. Consult with the rental agent for details.
24. Where alcohol will be available at the event, the Renter's insurance certificate must specify that the event is insured for alcohol liability.
25. Excepting service animals, where animals will be brought onto the premises, the Renter's insurance certificate must specify the inclusion of animal liability.
26. Where fireworks will be part of the event, the Renter's insurance certificate must specify that the event is insured for fireworks liability.
27. If you are preparing food in the facility and serving that food for a public function, all steps must be taken to satisfy Health regulations. Consult with the rental agent, their alternate designate or the Property Supervisor for details.
28. If you bring in food prepared in an unlicensed kitchen, you must take special steps to satisfy health regulations. Consult with the rental agent for details.

Event With Alcohol

29. Renter and person(s) responsible for the service or availability of alcohol at any function shall read, have a full understanding of and comply with the Municipal Alcohol Policy.
30. If alcohol is available during the term of this Agreement, a copy of your Special Occasion Permit (SOP) must be submitted seven (7) days prior to the event. Ensure that your permit covers all parts of the facility that you will be using.
31. The Renter is responsible to ensure that where alcohol is available during a function that event volunteers/staff are Smart Serve trained and certified according to the conditions of the Municipal Alcohol Policy.
32. When alcohol is available in the facility, the Renter is responsible to control the consumption of alcohol within and outside the entire facility.

(Renter: Initials)

(Date)

33. The following time schedule shall be used for closing (**L.L.B.O.REGULATIONS**):

1:00 A.M. – closing of bar and music

1:30 A.M. - clearing of all guests

2:00 A.M. – property removed and doors locked

34. Application forms for Special Occasion Permits are available from the local Liquor Control Board of Ontario outlets.

35. The Renter must comply with the maximum capacity limit for your L.C.B.O. permit:

- Lloyd Watson Memorial Community Centre - Seats 225, Serves 150, LCBO Licensed for 442 people.
- Cardiff Community Centre - Serves, seats and LCBO Licensed for 133 people.
- Highlands Grove Community Centre - Seats 50, LCBO Licensed for 60 people.
- Robert McCausland Memorial Community Centre - Main Hall has 1620 square feet of floor space, seats 200, LCBO Licensed for 204. Banquet Room has 792 square feet of floor space, seats and LCBO Licensed for 75. 460 square foot kitchen, 132 square foot bar.
- Keith Tallman Memorial Arena – Licensed for 800 - 1125
- Wilberforce Curling Club – Bar available upon request.

36. Minors will **Not** be allowed to enter a public licensed function without special consent on the Special Occasion Permit.

Set-Up

37. Nothing may be fixed to any walls, ceilings, or fixtures on the premises, except by using “stic tac”, painter’s tape or hooks.

38. Only flame retardant material must be used for decorations or props.

39. Setting up and taking down of chairs and tables is the responsibility of the Renter unless arrangements have been made with the rental agent or Property Supervisor.

40. You will have to make your own arrangements for tablecloths, wine glasses, ice, and mix.

Kitchen Use

41. Caterer’s must bring own pots, pans, and cooking utensils if not supplied by the facility.

42. Counters must be washed down with Javex.

43. Please do not put grease/food down the sink drains.

44. All dishes, utensils, pots and coffee makers in kitchen are to be washed and put away according to guidelines posted in the facility kitchen.

45. Please do not leave ovens unattended when turned on.

46. Do not plug two coffee pots into the same electrical outlet.

Clean-Up

47. Garbage and recyclables must be properly prepared for disposal; returnable bottles must be taken away.

48. Training in the use of the dishwasher will be provided if requested. Tea towels are **NOT** supplied.

49. Your security deposit will be refunded upon a satisfactory inspection after the event.

50. No food or liquor is to be left in the facility overnight.

51. Make sure all spills are wiped up immediately.

52. All decorations are to be taken down and disposed.

(Renter: Initials)

(Date)

53. All garbage is to be cleared from the rooms and removed from the facility when you leave.

54. Garbage bags are to be replaced in all receptacles.

55. All tables are to be wiped off, taken down, and stored in the designated location. Tables are to be stacked face to face and back to back.

56. Chairs are to be piled and stored in the designated location.

57. All floors, including washrooms and kitchen are to be swept.

58. Stove is to be wiped off and cleaned according to posted instructions.

Closing The Facility

59. Please check to make sure that all doors and windows are locked, and lights, fans and air conditioning (where applicable) are turned off when you leave. Where thermostats are not self-timed, thermostats should be turned down to 62 degrees in the winter months and 78 degrees in the summer months.

60. The Renter shall ensure that they comply with the requirements of the Municipality of Highlands East related to the locking of the facility before and after use and that the facility shall not be left unattended at any time without first being secured.

61. The facility is equipped with a comprehensive audio system. Should you wish to use the system, additional charges apply to cover cost of maintenance, replacement bulbs, batteries, etc.

62. Please leave the facility as you found it.



Are you interested in seeing your event advertised on the Municipalities Website, electronic sign at the Keith Tallman Memorial Arena or on the sign outside the Lloyd Watson Centre?

Yes No

If Yes, Please Complete The Following Information.

Date Of Event:

Start Time(s)

End Time

Event Title

Location

Contact Person & Phone

Email Address

Event Info Details (7 lines with 9 characters per line for sign outside Lloyd Watson Centre):