

**MITCHELL AND DISTRICT ARENA AND COMMUNITY CENTER
FACILITY RENTAL AGREEMENT**

Telephone 519-348-9311 email rvivian@westperth.com
185 Wellington St., Box 550, Mitchell, Ontario. N0K 1N0

Agreement made between the Mitchell and District Arena and Community Center (**lessor**) and

Name _____ (lessee) e-mail _____.

Address _____.

_____ Postal Code _____.

Group _____ Telephone _____.

Type of Event _____ for _____ and _____.

RENTAL DATE _____ Est. Attendance _____.

Room Capacities – auditorium– 350 , half ice pad– 500, Full ice pad- 1000

RENTAL COSTS

Auditorium \$500.00 Half Ice Pad \$500.00 Full Ice Pad _____.

Kitchen - cold buffet - No Charge hot meal - \$75.00 .

Dishes \$0.45 per setting (up to 275 settings) Meeting Room _____.

Round Tables \$3.00 per table Other _____.
(Up to 30)

Prior Day set-up (when available) - \$175.00

TERMS OF THE AGREEMENT

1. Signed contracts must be returned and a **deposit of \$150.00** is required within 30 days of mailing to confirm the rental. Deposits will not be returned if the lessee cancels and / or changes date confirmed unless said date is rented by the lessor to another party.

2. The lessee agrees to **control the access at the door** until the event is concluded and the premise is vacated. The lessor reserves the right to make it mandatory that the lessee provides adequate licensed security supervision at the lessee's expense. **Security (recognized security group) is mandatory and admission is by age of majority for all buck and does (minors are not permitted; NO MINORS LIST)** (possible security groups- TNT Security 519-393-5289: ISM Security 519-858-4100:).

3. This facility is fully licensed to sell and serve alcohol. Only alcoholic beverages under the issuance of an L.C.B.O. License (or in some cases a Special Occasion Permit) may be served as in accordance with the Liquor License Act. The lessee is responsible to ensure that the consumption of alcohol is permitted in the licensed area only and not outside the facility (unless properly licensed to do so). The Municipality of West Perth has a Municipal Alcohol Policy available from the facility Manager or at the Municipal Office and is also posted on the West Perth website at www.westperth.com . Also refer to the Liquor License Service Policy. .All rules and regulations must be followed. It is the **responsibility of the lessee** to know and understand these policies.

4. The bar must close no later than **1:00 AM** and all evidence of alcoholic beverages must be cleared from the area 40 minutes after the closing of the bar. In most cases the bartenders will be appointed by the facility manager (please see the liquor license service policy). The premise must be **cleared by 2:00 AM** or an additional \$50.00 per half hour charge shall apply.

5. The lessor reserves the right to close the bar if disorderly conduct warrants or if the lessee is in contravention of any regulations set by the lessor or the Liquor Act.

6. The provision of music or other entertainment is the responsibility of the lessee. All music and entertainment **must conclude by 1:00 AM**. The lessee shall be responsible for any **applicable SOCAN** or any other music copyright and performing fees and **will be included on the final bill**.

7. The lessee agrees to **clear the tables** of all food, glasses, bottles, paper, etc. All garbage must be placed in the designated storage areas. All property of the lessee must be removed from the premises following the rental. The municipality, facility, or employees are not responsible for any items or belongings of the lessee before, during, or following the event. An additional **minimum \$75.00** cleanup fee may be charged for unsatisfactory cleanup or excessive mess (including the use of confetti).

8. The lessee is responsible to **maintain a safe environment** for themselves and all patrons. The lessee must clean up all spills or tend to any dangerous situations. All dangerous activities or situations that cannot be handled by the lessee **must be reported immediately to the lessor**.

9. In accordance with the Smoke Free Ontario Act, 2005 and Ontario Reg.48/06 this premise is a **non-smoking** facility. It is the responsibility of the lessee to ensure that all patrons refrain from smoking while in the facility.

10. Proof of the proper insurance protection for the renting of these facilities must be provided by the lessee (minimum one million dollar liability) at least **30 days** prior to event **naming the Municipality of West Perth as additional insured**. (scan and e-mail rivialan@westperth.com).

11. In accordance with the West Perth Emergency Plan and signed agreement with Stratford Social Services for emergency shelter(s), the lessor reserves the right to cancel any function, with a full refund of any deposit paid, when an emergency is declared by the mayor (or designate) of West Perth and the premises is needed for an emergency evacuation centre. The lessor will endeavour to give the lessee as much notice as possible of such a cancellation, but the lessee must understand the timeliness required for the lessor in dealing with declared emergencies.

CONDITIONS OF THE AGREEMENT

The undersigned agrees to leave the property and its contents in the same condition in which it is rented and agrees to pay the costs of any damage to the facility or loss or damage to any contents or equipment.

The undersigned consents to save harmless and keep indemnified The Corporation of the Municipality of West Perth, the Lessor and its employees, against any legal liability for losses, damages, claims, action demands, suits, and costs arising directly or indirectly by virtue of this rental agreement. The lessor is not responsible for any accidents, injury, or loss of property to the lessee or any other persons.

OTHER DETAILS _____

I, the lessee, have read and fully understand all terms and conditions of this rental agreement including (when applicable) the Municipal Alcohol Policy for West Perth.

LESSEE SIGNATURE _____ DATE _____.

Please return the **top copy signed with a \$150.00 deposit**. Make cheque payable to the **MITCHELL ARENA**. Please keep the bottom copy for your reference.

APPROVED BY _____ DATE _____.