

**DUBLIN COMMUNITY CENTRE
FACILITY RENTAL AGREEMENT
BOOKINGS - 348-8429 COMMUNITY CENTRE - 345-2222
PO Box #609, Mitchell, Ontario, N0K 1N0**

Agreement made between the Municipality of West Perth ("**Municipality**"), and:

Name: _____ (**Lessee**)

LESSEE CONTACT INFORMATION:

Telephone: _____

E-mail: _____

Address: _____

LESSEE'S EVENT INFORMATION:

Rental Date: _____

Type of Event: _____

Group (if applicable): _____

Estimated Attendance: _____ ***Note: Facility Capacity = 200 people*

RENTAL COSTS (to be completed by the Municipality):

Facility: \$ _____ **Other:** \$ _____

TERMS OF THE AGREEMENT:

A. For All Events:

1. This Facility Rental Agreement must be signed and returned, along with a **deposit of \$100.00**, 15 days prior to the Event to confirm the rental. Deposits will not be returned if the Lessee cancels and/or changes confirmed date unless said date is rented by the Municipality to another party.
2. A \$25.00 **deposit** (cash or cheque) is required from the Lessee before obtaining a key to the facility. This deposit will be returned to the Lessee immediately once the key is handed in to the Municipal Office following the event.
3. The Lessee agrees to **clear the tables** of all food, glasses, bottles, paper, etc. All garbage must be placed in the designated areas. All property of the Lessee must be removed from the premises following the rental. An additional **minimum \$75.00** cleanup fee may be charged for unsatisfactory cleanup or excessive mess.

4. 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 Municipality at (519) 348-8429**.
5. It is the responsibility of the Lessee to ensure that at no time the Facility capacity is exceeded.
6. In accordance with the Smoke Free Ontario Act, 2005 and Ontario Reg.48/06, all public buildings shall be **non-smoking**. It is the responsibility of the Lessee to ensure that all patrons refrain from smoking while in the Facility.
7. The provision of music or other entertainment is the responsibility of the Lessee. All music and entertainment **must conclude by 1:00 AM**.
8. The Facility's **drinking water** is supplied from a drilled well on the property. The water is treated to ensure it is safe for consumption by an Ultraviolet Light Treatment System. The treatment system can be found on the wall behind the men's washroom door. This unit is equipped with an audio alarm that will sound if there is an issue with the treatment system. **If you hear this alarm, please do not drink the water** or use it for washing food as there is a possibility that it will not be safe for consumption. Please contact Glen Patterson at 519-301-0779, if the alarm is on so that the unit can be repaired. The Municipality will attempt to provide uninterrupted service of drinking water during rental periods, however, the Municipality will not be held responsible for any costs incurred if uncontrollable circumstances cause the system to be under a Boil Water Advisory. Damage to the treatment system caused during a rental period will be billed back to the renter.

B. Specifically for Alcohol Events:

1. The **Alcohol and Gaming Commission of Ontario (AGCO)** has a series of rules and regulations related to the service of alcohol, especially under a SOP. It is highly recommended that the Lessee peruse the AGCO website at www.agco.on.ca to ensure an understanding of the responsibilities held by the Lessee and SOP holders regarding the service of alcohol.
2. **ALL** Events on the premises where beverage alcohol is available are required to be held under a properly issued **Special Occasion Permit (SOP)**. SOPs are issued through the Liquor Control Board of Ontario ("LCBO") throughout the province on behalf of the Alcohol and Gaming Commission of Ontario ("AGCO").
 - a) The two types of SOPs that are typically applicable to Events held at the Facility are "Private Event SOP" and "Public Event SOP". Generally, a **Private Event SOP** would be applicable to all buck and does, weddings, birthdays, anniversaries, reunions, staff parties, funerals, bridal showers etc. A **Public Event SOP** can only be issued to a charity registered under the *Income Tax Act* (Canada), a non-profit organization or association organized to promote charitable, educational, religious or community objects, or an individual or business if organizing or conducting an Event of "municipal (requires resolution of Municipal Council), provincial, national or international significance", as agreed to by the Registrar of Alcohol and Gaming (the Registrar).
 - b) For the benefit of the Lessee, and solely in addition to provisions of the issued SOP and existing AGCO rules and regulations, the Municipality has prepared the attached document (**Schedule 'B' – Important Provisions Regarding Private SOP Events**), which advise of some of the key requirements you must adhere to during your Event.

- c) In addition to the Lessee being solely responsible for ensuring that the appropriate SOP is in place for the Event, they shall also ensure the SOP is displayed in a conspicuous location (typically in the beverage service area) and ensure abidance of all provisions of the SOP during the entirety of the Event. A copy of the SOP shall also be provided to the Municipality **10 days** prior to the Event.
3. Only alcoholic beverages purchased under the provisions of the issued **SOP** may be served at the Event, as in accordance with the Liquor License Act. The Lessee is responsible to ensure that the consumption of alcohol is permitted only within the licensed area.
4. The Municipality of West Perth has a **Municipal Alcohol Policy** attached to this rental agreement as **Schedule 'A'**, and also available from the Municipal Office and on the West Perth website at www.westperth.com. All rules and regulations in the Municipal Alcohol Policy must be adhered to. It is the responsibility of the Lessee and SOP holder to read, understand and abide by the provisions of the Municipal Alcohol Policy. It is important to note that in some circumstances, the provisions of the Municipal Alcohol Policy exceed the rules and regulations of the issued SOP and/or AGCO rules and regulations. It is solely the responsibility of the Lessee to seek clarification regarding any provisions in the Municipal Alcohol Policy.
13. If required under the provisions of the Municipal Alcohol Policy, the Lessee agrees to control the access at the door until the Event is concluded and the entire property is vacated. Notwithstanding the provisions of the Municipal Alcohol Policy, the Municipality reserves the right to make it mandatory that the Lessee provides adequate licensed security supervision at the Lessee's expense. ***A licensed Security Company is mandatory and admission is by age of majority (19 years of age and older), for all Buck and Does (minors are not permitted).***
14. The bar must close no later than **1:00 AM** and all evidence of alcoholic beverages must be cleared from the area 45 minutes after the closing of the bar. The premise must be **cleared by 2:00 AM** or an additional \$50.00 per half hour charge shall apply.
15. The Municipality reserves the right to close the bar if disorderly conduct warrants or if the Lessee is in contravention of any regulations set by the Municipality or within the Municipal Alcohol Policy, or the Liquor License Act.
16. Proof of the proper insurance protection (minimum two million dollar liability policy) related to the service of alcohol for the Event must be provided by the Lessee to the Municipality at least **15 days** prior to Event. *The insurance policy shall name **The Corporation of the Municipality of West Perth** as an **Additional Insured**.*

C. Specifically for Non-Alcohol Events:

1. Where alcohol will not be part of the Event, the Lessee is required to sign the following:

I, the Lessee, confirm that there will be no service or consumption of Alcohol at the Event in the Facility, or in association with the Event elsewhere on the Facility's property. Additionally, I will ensure that attendees at the Event are not permitted to consume Alcohol in the Facility or elsewhere on the Facility's property.

SIGNATURE OF LESSEE _____ DATE _____.

CONDITIONS OF THE FACILITY RENTAL AGREEMENT:

- a) The Lessee agrees to abide by all terms and conditions of the Facility Rental Agreement
- b) The Lessee 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.
- c) The Lessee consents to save harmless and keep indemnified The Corporation of the Municipality of West Perth, the Municipality 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.
- d) The Municipality is not responsible for any accidents, injury, or loss of property to the Lessee or any other persons.
- e) For Alcohol Events, the Lessee will provide to the Municipality the following:
 - i. Copy of the **Special Occasions Permit (SOP)** for the Event – **10 days** prior to the Event
 - ii. If the Event is under a “**Private SOP**”, copy of the **Guest List** – **3 days** prior to the Event
 - iii. **Proof of proper Insurance Policy** (minimum two million dollar liability policy, Corporation of the Municipality of West Perth named as Additional Insured) – **15 days** prior to the Event

****NOTE:** Should the above items not be provided satisfactorily to the Municipality by the required dates, the Event will not be permitted to go ahead. Any amounts paid to the Municipality will not be returned to the Lessee.

OTHER DETAILS: _____

I, the Lessee, have read, fully understand and agree to abide by all terms and conditions of this rental agreement. Should alcohol be part of the Event, I fully understand and agree to abide by the Municipality of West Perth Municipal Alcohol Policy (separate document – attached Schedule ‘A’ to this agreement), and all other terms and conditions and related rules and regulations stipulated by my Special Occasions Permit (SOP) and the Alcohol and Gaming Commission of Ontario (AGCO).

SIGNATURE OF LESSEE: _____ **DATE** _____.

APPROVED BY MUNICIPALITY:

Name _____

Signature _____ **DATE** _____