

Bognor Community Centre

Terms and Conditions for Use of Facility

1. The Lessee(s) of Municipal facilities must be the legal age of eighteen (18) years or older to enter into a rental agreement, and nineteen (19) years or older to obtain a Special Occasion Permit for the provision of alcohol.
2. The facility rental agreement is not transferable. The facility herein is to be used only on the date(s) and times(s) specified and only for the purpose(s) named. **The agreement is not valid without a signature by the Lessee.** The person submitting this application to obtain an agreement on behalf of an organization must be a person duly authorized by the organization.
3. The Lessee acknowledges that the Municipality of Meaford will not be responsible for personal injury or for the loss or theft of clothing or equipment of the applicant/organization or anyone attending on the invitation of the applicant/organization.
4. A refundable damage deposit in the amount of \$500.00 is required for all functions. A credit card must be available for this purpose.
5. The Lessee hereby agrees to indemnify and save harmless the Municipality of Meaford from all claims and/or suits arising out of the Lessee's use of the facility. This indemnity does not cover or extend to any willful or negligent acts by the Municipality of Meaford or its agents.
6. Lessee must submit a copy of an Insurance Certificate for General Liability Insurance in the amount of not less than \$2,000,000.00 for non-licensed events (not less than \$5,000,000.00 for licensed events) with the Municipality of Meaford named as an additional insured one month prior to event or alternatively purchase required general liability insurance through the Municipality. Confirmation of coverage must also include Host Liquor Liability up to the full policy limits. Additional insurance coverage may be required when for other activities wherein other authorities have jurisdiction. ie filming, licenses. If other authorities have jurisdiction the Town requires confirmation of their general liability insurance in an amount agreed to by the Town but not less than two million dollars and to provide the Town with proof of insurance coverage naming the Town as an additional insured. For higher risk activities (ie firework displays, inflatable apparatus, high risk sport activities, amusement rides, etc.) the Municipality requires the lessee to carry or cause to be carried general liability insurance in an amount of not less than \$5,000,000.00 dollars and to provide the Town with proof of insurance coverage naming the Town as an additional insured. Confirmation of coverage must include that all activities are insured up to the full policy limits.
7. For all licensed functions, the Municipality also requires a copy of the Special Occasion Permit (Liquor License) and a copy of the Smart Serve Certificates for qualified bartender(s) prior to the event. Information is available at www.smartserve.org. The original license must be posted at the facility during the event or function. Lessees must review and adhere to the Municipal Alcohol Management Policy and the regulations under the Alcohol and Gaming Commission.
8. The Lessee is responsible for the conduct and supervision of the persons admitted to the facilities and shall see that all rules and regulations contained in the agreement/permit are strictly observed and enforced. Any damages to facilities and/or furnishings arising from the use of such facilities and/or furnishings granted by this rental agreement/permit are the responsibility of the Lessee.
9. The Lessee will pay, to the Municipality, all costs arising from the Lessee's non-compliance with this agreement.
10. All Municipal facilities and surrounding outdoor Municipal property are designated non-smoking as per the Provincial Non-Smoking By-Law, and pursuant to Grey County By-Law #3942-02, being By-Law to Regulate Smoking in Public Places and Workplaces within the County of Grey.
11. Maximum attendance at any facility shall be governed by Municipality of Meaford Fire & Emergency Services' regulations and/or Grey Bruce Health Unit regulations and all exits must be kept free from obstruction at all times.
12. The Lessee is responsible to ensure that the kitchen facilities are used for food preparation as per Grey Bruce Health Unit regulations.
13. The Lessee is responsible for the setup and take-down of chairs and tables. All garbage/refuse shall be placed in appropriate garbage containers and recycling receptacles. Tables and counters are to be wiped down. Non compliance can result in additional cleaning costs to the Lessee.
14. The Lessee must comply with Federal, Provincial and Municipal By-laws and resolutions including those respecting the use of games of chance, lotteries, gambling and alcoholic beverages. Games of chance, lottery, or gambling in any form, contrary to law is strictly prohibited.
15. It is the responsibility of the Lessee to see that all persons admitted to the function have vacated the premises and grounds promptly as stated on the permit. Facilities must be vacated **one** hour after permit expires, ensuring that all decorations and supplies have been removed.

16. Storage of equipment, supplies and materials will not be permitted at the facility beyond the rental agreement time.
17. Parking at some halls is limited. Vehicles should park within designated municipal parking areas and cannot be parked overnight unless previously arranged and agreed upon in writing with the Municipality.
18. Changes or alterations to the facility are not permitted without the written approval of the Municipality.
19. No use of open flames except for small cake candles and candles in containers that are approved by the Municipality. No use of pyrotechnics or fog machines.
20. There shall be no posting or displaying of offensive materials, no inappropriate activities as determined in the sole opinion of Municipal staff and/or activities have not been disclosed to/approved by the Municipality.
21. Centre Supervisor and/or Security will be on location to ensure the Special Occasion Permit is posted. All persons tending the bar must have their Smart Serve Certificates in their possession in order to serve alcohol.
22. Lessee acknowledges and agrees that it shall not permit any act or display on Municipal premises in connection with this rental agreement which is contrary to the Criminal Code of Canada, or any other Provincial or Federal Statute or Regulation or Municipal By-Law.
23. Damage and Clean-up charges - Lessees of municipal facilities shall be responsible for all damages and extraordinary clean-up costs. Any additional costs due to damage or extraordinary clean up will be assessed within 72 hours of the occurrence and charged back to the lessee.
24. Lessee acknowledges and agrees that if it intends to serve alcohol on Municipal property, a Special Occasion Permit must be submitted at least thirty (30) days prior to the scheduled rental date as set out in the Facility Rental Agreement. A copy of the Special Occasion Permit must be given to the Community Services Department, and posted at the site during the posted times of the event.
25. Lessee acknowledges and agrees that alcohol will not be brought onto any Municipal premises at any time except under a Special Occasions Permit and served under regulation. Lessee acknowledges that it has read and understands the rules and regulations of the Province of Ontario under the Alcohol and Gaming Commission and hereby saves harmless the Municipality from any claims or liability whatsoever arising from any contravention thereof.
26. The Municipality shall not be held responsible for any injuries or accidents suffered in or around the above-noted facility by Lessee or other persons in the employ of or present by invitation of Lessee, and Lessee shall save the Municipality harmless from any claims or actions made against the Municipality in relation to this rental agreement.
27. The Municipality shall not be held responsible for the loss of any personal items or property left unattended in or around the above-noted facility by Lessee or other persons in the employ or present by invitation of Lessee.
28. Lessee acknowledges any and all obligations it may have under the Accessibility for Ontarians with Disabilities Act with regard to the provision of services on Municipal property, and agrees that it shall act in accordance with all accessibility standards as enacted by Provincial regulation.
29. Lessee acknowledges and agrees that the Director, Community Services or their designate reserves the right to cancel said rental agreement upon determination of an immediate safety issue or significant violation of facility rules, or for any reasons beyond the control of the Municipality (Force Majeure).
30. This permit may be pre-empted at any time by the Department to use the facility for a specific purpose and/or for emergency maintenance. Whenever possible, notice will be given 48 hours in advance of pre-emption.

DEFINITION:

"FORCE MAJEURE" means any *bona fide* delay or state of affairs beyond the control of a party (other than as a result of financial incapacity of the party and other than a delay or state of affairs within the control of the party relying upon such Force Majeure) which shall cause or contribute towards any party being unable to fulfill or being delayed or restricted in the fulfillment of such party's obligation, including any such delay or state of affairs by reason of:

- (a) the non-delivery or non-availability of the supply or provision of any service or the doing of any work or the making of any repairs;
- (b) inability to obtain any required material, goods, equipment, service or labour;
- (c) applicable laws or inability to procure any required governmental consent;
- (d) any strikes, lock-outs, slow-downs or other combined action of workers or labour disputes;
- (e) insurrection, acts of God, war, riots or civil commotions,