

## **Chaffey's Lock Community Hall Rentals: *Terms and Conditions***

These terms and conditions are subject to the interpretation and authority of the Board of Directors of the Chaffey's Lock and Area Heritage Society.

- Chaffey's Lock Community Hall is hereafter referred to as "the Hall"
- The individual or group(s) renting the hall is hereafter referred to as "the Lessee"

Chaffey's Lock Community Hall is owned, managed and maintained by a volunteer group – The Chaffey's Lock and Area Heritage Society.

### **1. General Terms**

The Lessee must be present at the function at all times. The Lessee is legally and financially responsible for any loss or damage of property, including damage to the facility, that may be incurred, as well as the good conduct and sobriety of the persons attending the event.

The Lessee will ensure that the maximum capacity of the Hall of 100 persons is not exceeded.

The Lessee is entitled to full and exclusive use of the Hall, including all furniture, dishware, glassware and cutlery.

#### **1.1 Compliance**

The Lessee and their guests shall comply with all applicable Municipal by-laws as well as Provincial and Federal laws and regulations and any specific use regulations.

Any violation of the Terms and Conditions of this contract as interpreted by the Board of Directors shall construe a breach of contract rendering this agreement null and void. The Lessee and/or participants can be directed, at the discretion of the Board or its Delegate, to immediately halt the event and request immediate removal from the premises. Any and all actions taken in regards to violations shall not be subject to appeal and there shall be no refund of monies paid.

#### **1.2 Cancellation**

The Board of Directors or appointed representative may, at any time, cancel a rental agreement/function where:

- a) The Lessee fails to control unruly behaviour during the event
- b) The rental was obtained by misrepresentation or transferred without authority
- c) The condition of the grounds, building, or equipment is judged unacceptable by the Board
- d) The facility requires technical or emergency repairs which cannot be performed at any other time
- e) Unforeseen circumstances arise

If, for any reason, the Board is unable to deliver the type of facility requested, the applicant hereby agrees to release the Board from any claim derived therein with the sole exception that any deposit or prepaid rental fees shall be refunded to the applicant.

### **1.3 Safety and Respect**

- Smoking or vaping is prohibited inside the Hall
- Outside events on the property must cease by 12:00 am on a Friday or Saturday night and must cease by 10:00 pm Sunday thru Thursday evenings. Excessive noise at any time will not be tolerated.
- All exits must be kept clear from obstruction at all times.

### **2. Reservations**

- Rental requests must be signed by an adult 19 years of age or older (the Lessee) who assumes responsibility for the facility reservation and actions of their guests.
- Reservations may be confirmed up to one year in advance and shall be on a first-come first-served basis. The Lessee agrees that facility rental time is not to be changed without approval.
- A non-refundable deposit of 10% of the rental fee is due and payable at time of booking the Hall for any multi-day or licensed event.

### **3. Fees**

#### **3.1 Rental Fee**

- 4 hours - \$70
- Full day - \$145
- Full day (licensed) - \$205
- 3 day weekend rental - \$500

#### **3.2 Damage Deposit**

- A damage/security deposit of \$250 is required for a facility rental for full day rentals or rentals involving consumption of alcohol. Refunds will be processed for the remaining balance of the damage deposit within 30 days of the event date. Refund cheques, voided and destroyed with proof emailed to the Lessee, or damage deposit hold on credit card will be removed.
- After the event, the facility will be reviewed to assess for possible damage beyond “normal wear and tear” and a kitchen check will be done for missing or damaged dishware, etc. In general, damaged or missing equipment, appliances, furniture, etc. will be charged to the Lessee at 200% of the replacement cost for the items.
- In the event that damage to the facility or its equipment should exceed the assigned damage deposit, additional charges may be assessed by the Board.

#### **3.3 Payment**

- The rent and the damage deposit must be paid at least one week in advance of the event date. Payment is accepted via EMT or by cheque. All cheques are cashed and deposited upon receipt, excluding the damage deposit.

#### **4. Insurance**

Generally no extra insurance is required when renting the hall unless there is alcohol involved during the rental time.

For a licensed event additional insurance needs to be purchased and produced 20 days before the event date. The type of insurance required is PAL (party alcohol liability) and the Lessee needs to name the Chaffey's Lock and Area Heritage Society as "additional insured" on the PAL policy (no less than 2M liability).

The Chaffey's Lock and Area Heritage Society will not be held liable for any situations and/or loss or damage to personal effects that may occur while the lessee and their guests are using the Hall.

#### **5. Alcohol and Gaming**

Functions serving alcohol must obtain a Special Occasion Permit (SOP) from the Liquor Licence Board of Ontario and adhere to the municipality of the Township of Rideau Lakes alcohol policy. A copy of this permit must be submitted prior to access to the Hall.

<https://www.agco.ca/alcohol/special-occasion-permits-private-event>

A 'Smart Serve Host' must be identified and named in the rental agreement, along with his/her smart serve ID number. The Lessee is responsible for the purchase of all liquor licenses, beverages, bartenders, ticket sellers, adequate security and other fees, insurance or licenses required.

For all events with alcohol and/or lottery and gaming, the following paperwork is required from the Lessee no less than 20 days in advance of the event:

- Copy of the SOP
- Name and ID# of 'Smart Serve Host'
- PAL
- Copy of lottery licence (if applicable)

#### **6. Operations and Maintenance**

##### **6.1. Garbage**

All garbage and recycling must be removed by the Lessee. An automatic charge of \$50 will be applied for non-compliance.

##### **6.2. Food**

All food must be removed promptly after the event is over – do not leave any leftovers in the Hall.

### **6.3. Cleaning**

The Lessee is responsible for the clean-up of the rental area at the conclusion of the reservation time. See Clean-up Checklist. The Hall and surrounding area should be left in the condition that it was found. If after an activity additional or unusual janitorial maintenance is required the Lessee may be charged accordingly.

### **6.4. Decorations**

Any decorations, coverings or changes to the facility must be discussed at the time of the rental application and put in writing as part of the agreement.

The Lessee shall be responsible for all decorating and other special preparations necessary for rental. All decorations shall be put up and taken down within the rental period.

- The use of cellophane or adhesive tape, nails, staples, screws etc. on walls, tables or other equipment/facility is not permitted.
- No confetti or other loose material may be thrown inside the building; only birdseed or rice may be thrown outside the building.
- No loose glitter, sparkles or sequins may be used for decorations or thrown.
- Candles must be enclosed in a proper candle holder (votive candle holders). Tapered candles and other open flames are not permitted.

### **6.5 Snow clearing**

The Lessee is responsible to ensure their guests and members have safe access to the Hall from the sidewalk. Shovels are available for use.

## **7. In case of emergency**

In the event of an emergency, evacuate the building immediately and call 911.

In the case of an urgent physical property emergency (e.g. no heat or water), call 613-530-5200.

The Hall is not connected to any automatic alarm system and the appropriate authorities must be called.

*Note: There is no telephone at the Hall. Cell phone reception within the Hall may be unreliable.*